

TARIFF

Applying to the provision of

Interexchange Telecommunications Service

as provided by

Qwest Communications Corporation, d/b/a

Qwest Long Distance

in the State of

ARIZONA

APPROVED FOR FILING

DECISION #: 160612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

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APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

1. APPLICATION AND REFERENCE

1.1 APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services furnished by Qwest Communications Corporation, d/b/a Qwest Long Distance, hereinafter referred to as the Company, between and among points within the State of Arizona. Such services are also available in conjunction with interstate telecommunications services.

APPROVED FOR FILING

DECISION #: *66612*

Issued Date: 10-24-03

Effective Date: 12-15-03

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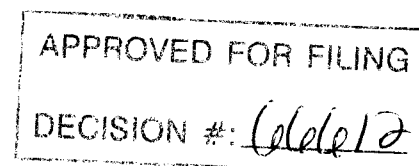
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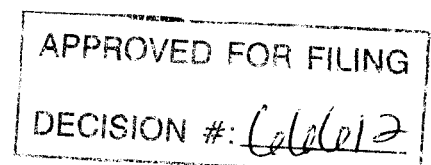
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1. APPLICATION AND REFERENCE**1.4 TARIFF FORMAT****1.4.1 LOCATION OF MATERIAL**

A. Section 1 provides the following for all of the sections in this Tariff.

- Subject Index - an alphabetical listing to find the desired section.
- Table of Contents - a numerical listing to find the desired section and page.

B. Each individual section in the Tariff provides a Subject Index for the material located within that section.

C. Obsolete Service Offerings

Obsolete service offerings are identified in the Tariff by adding 100 to the current section number.

1.4.2 OUTLINE STRUCTURE

The Tariff uses nine levels of indentations known as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	1. APPLICATION AND REFERENCE
2	Sub Heading	1.4 TARIFF FORMAT
3	Sub Heading	1.4.1 LOCATION OF MATERIAL
4	Sub Heading/Tariff Text	A. Text
5	Sub Heading/Tariff Text	1. Text
6	Sub Heading/Tariff Text	a. Text
7	Sub Heading/Tariff Text	(1) Text
8	Sub Heading/Tariff Text	(a) Text
9	Footnotes	[1] Text

APPROVED FOR FILINGDECISION #: 66612

Issued Date: 10-24-03

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1. APPLICATION AND REFERENCE**1.4 TARIFF FORMAT (Cont'd)****1.4.3 RATE TABLES**

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

APPROVED FOR FILING

DECISION #: 626612

Issued Date: 10-24-03

Effective Date: 12-15-03

1. APPLICATION AND REFERENCE**1.5 EXPLANATION OF CHANGE SYMBOLS**

SYMBOL	EXPLANATION
(C)	To signify changed regulation, term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, regulation, term or condition

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1. APPLICATION AND REFERENCE**1.6 TRADEMARKS, SERVICE MARKS AND TRADE NAMES**

Marks are identified in text throughout this document in all caps and italics, unless trademarked as all lower case letters, e.g., *worldcard*.

MARK	OWNER
Q.BIZ [®]	Qwest Communications International Inc.
Q.GUARANTEED [®]	Qwest Communications International Inc.
Q.INTEGRITY [®]	Qwest Communications International Inc.
QWEST [®]	Qwest Communications International Inc.
QWEST [®] _ CENT FLAT RATE PLAN [™]	Qwest Communications International Inc.
QWEST ATM SERVICE SM	Qwest Communications International Inc.
QWEST FRAME RELAY SERVICE SM	Qwest Communications International Inc.
QWEST GOVERNMENT NETWORK SERVICES [™]	Qwest Communications International Inc.
QWEST LONG DISTANCE ADVANTAGE [™]	Qwest Communications International Inc.
QWEST TOTAL ADVANTAGE [™]	Qwest Communications International Inc.
worldcard [®]	Qwest Communications International Inc.

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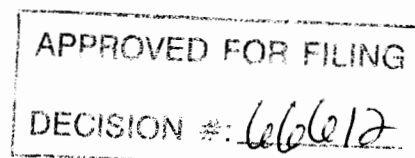
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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS**Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences which utilize a 950-XXXX, 1-800, or 101XXXX prefix are examples of access code arrangements available to customers.

Accounting Code

A code consisting of two or more digits, which is available to customers for identifying individual users and thereby allocate the cost of long distance service.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Annual Period

The 12-month period commencing on the first day of the term and on each successive anniversary thereof.

Annual Revenue

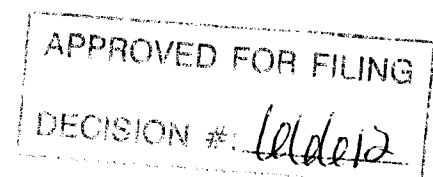
The aggregate amount, prior to application of any discounts, charged by Qwest in an Annual Period.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a customer.

ATM Adaptation Layer (AAL)

Provides the interface or format conversion (at the end points) between the higher-layer protocols and the ATM layer. The AAL maps the data stream of the originating protocol into the 48 byte payload of ATM cells and, on the receiving end, maps the format into the protocol of the higher level end device. The AAL used is determined by the timing relationship (clocking required), the bit rate (constant (video/voice) or variable (bursty LAN data)) and the type of connection (Connection oriented (frame relay) or connectionless (IP))



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**ATM Layer

Physical interface between the ATM Adaptation Layer (AAL) and the physical layer. It is responsible for relaying cells from the AAL to the physical layer for transmission and from the physical layer to the AAL for use at an endpoint (generating or extracting the 5-byte cell header).

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to customers and authorized users to identify themselves as being entitled to access and use the Company's services.

Authorized User

An individual, firm, corporation, or other entity authorized by the Customer to utilize communications services provided by the Company.

bps

Bits Per Second

Broadband Circuits

Circuits with a capacity greater than DS1 capacity or 1.544 Mbps.

Called Station

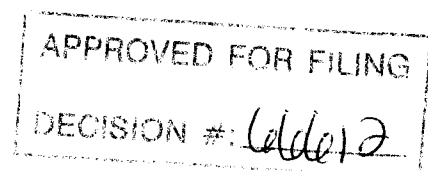
The terminating point to which a call is placed (also referred to as the terminating location).

Calling Station

The point from which a call is placed (also referred to as the originating location).

Cell Loss Ratio (CLR)

The value obtained when dividing the number of cells that are lost on a virtual connection of the Qwest ATM Network during a Sample Period due to error or congestion of the Qwest ATM Network by the number of cells transmitted across the virtual connection during the Sample Period.



2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**Cell Transfer Delay (CTD)

The delay experienced on a cell between the first bit of the cell being transferred to the receipt of the last bit of the cell being transferred on an ATM network.

Cell Delay Variation (CDV)

The difference between the maximum CTD and the minimum CTD experienced on a single connection during a Sample Period.

Committed Burst Size (B_c)

A usage parameter for traffic control and congestion control. B_c is the maximum data transmission rate on the Qwest Frame Relay network that Qwest agrees to handle over a particular subscriber link under normal network operating conditions.

Committed Information Rate (CIR)

A rate assigned to each Virtual Circuit by a *QWEST FRAME RELAY SERVICE* subscriber. CIRs represent the committed transmission rates between two network ports. CIRs are available in 8 Kbps increments. The Customer or end-user may transmit or receive data over a PVC at speeds greater than the selected CIR up to the speed of the Port (burst). Additionally, burst traffic may be marked by Qwest as Discard Eligible (DE), and subsequently discarded in the event of network congestion.

Company

Refers to Qwest Communications Corporation.

Contributory Services

Those services that contribute towards the overall commitment level under Qwest Total Advantage, but are not discountable according to the master discount schedule. By contributing towards the overall commitment level, these services will increase the discount level that is applied to the Discount Eligible category of services under the contract. These services will continue to receive discounts as designated in the individual service contracts. Contribution levels will be based on Monthly Recurring Charges (MRCs) for these services.

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**Customer Provided Access

End User Connectivity from the Customer premises (business address only) to the QCC's Point of Presence Serving Wire Center (QPOP SWC). May not be applicable if the End User provides direct connectivity all the way to QCC's POP. If applicable the rate shall be set forth in the Qwest Rates and Services Schedule Interstate No. 3 at www.qwest.com.

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Carrier point of presence are directly linked. Such arrangements may involve interconnection facilities provided by the Customer, another carrier, or a local access provider.

Digital Service (DS)

Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

Discard Eligibility (DE)

A bit indicating that a frame may be discarded in preference to other frames if congestion occurs so as to maintain the CIR. It is the responsibility of the intelligent end-equipment and/or protocol to recognize the discard of a frame and respond by resending the frame.

Discount Eligible Services

Discount Eligible Services contribute towards the overall *QWEST TOTAL ADVANTAGE* commitment level. Discount eligible products which bill on the same billing system can aggregate towards predetermined discount levels, meaning the more spent on this common group of products, the higher the Customer's discount will be. Contribution levels will be based on monthly recurring charges (MRCs), counted towards the contract commitment levels and receive term and volume discounts where applicable.

APPROVED FOR FILING
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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**DS0

Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS1

Digital Service, Level 1. Consists of 24 DS0 channels and has a capacity of 1.544 Mbps. (Also called T-1)

DS3

Digital Service, Level 3. Equivalent of 28 DS1 channels and operation at 44.736 Mbps. (Also known as T-3)

Excess Burst Size (B_c)

A usage parameter for traffic control and congestion control. B_c is the maximum amount of uncommitted data (in bits) in excess of B_c that Qwest will attempt to deliver on the Qwest Frame Relay network during a Measurement Interval. This data (B_c) is flagged as discard eligible and may be transmitted with a lower probability of receipt than B_c data.

Frame Check Sequence (FCS)

Bits added to the end of a frame for error detection.

Frame Delivery

The percentage of frames which are successfully delivered over the Qwest network, excluding frames which are not delivered due in whole or in part to factors unrelated to the Qwest network.

Frame Relay Access Device (FRAD)

A device that is responsible for framing data with header and trailer information prior to presentation of the frame to the frame relay switch. On the receiving end, the FRAD strips away the frame relay control information so that the target device is presented with the data in its original form. A FRAD is required for connection into the Qwest Frame Relay network.

APPROVED FOR FILING

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**Frame Relay Network Device (FRND)

A frame relay network router. FRNDs work in conjunction with FRADs which are the user side of the Frame Relay network connection.

Interconnection Facilities

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a Local Access Transport Area (LATA).

Kbps

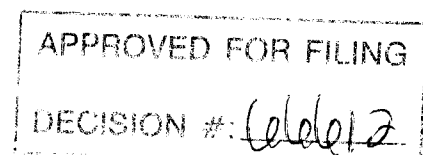
Kilobits per second.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Access Provider

A local exchange carrier or other entity which furnishes interconnection facilities between the Customer's premises and the Company's point of presence (POP) in a LATA.



2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Local Calling Area

That area throughout which an exchange service customer, at a given rate, may make calls without the payment of a toll charge. A local service area may be made up of one or more exchange areas.

Mbps

Megabits per second.

Measurement Interval

The interval of time which the Qwest Frame Relay network uses to measure burst rates which exceed the CIR, as well as the length of the bursts.

Monthly Revenue

The aggregate amount, prior to the application of any discounts, charged by Qwest in a monthly period.

New Customer

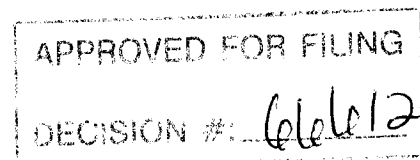
Any person or entity that has not utilized any Qwest service in the prior 12-month period.

Optical Carrier - Level N (OC-N)

The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC1.

Permanent Virtual Circuit (PVC)

A Frame Relay or ATM fixed logical link, whose endpoints and class of service are defined by Qwest. A PVC is a pre-defined virtual circuit that provides the features of a dedicated private line service over a packet switching network between two port connections. Once a PVC is defined, it requires no setup operation before data is sent and no disconnect operation after data is sent. PVCs are defined on the basis of simplex (or asymmetrical) transmission which allows the user to establish different data transmission rates in each direction.



2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Physical Layer

Includes all electrical and mechanical aspects relating to the connection of a device to a transmission medium, such as the connection of a workstation to a LAN. Included at this layer are issues specific to the manner in which a device gains physical access to the medium and how it goes about putting bits on the wire or extracting bits from the wire. As the lowest level of network processing, the Physical Layer deals with issues such as volts, amps, and pin configurations and handshaking procedures. Communications hardware (e.g., NICs and MAUs) and software drivers are specified at the Physical Layer.

Point of Presence (POP)

The Company's physical presence in a local calling area or LATA that is used for the purpose of transmitting telephone calls.

Premises

The space designated by a Customer at its place or places of business for the provision of service.

Presubscription

A service arrangement whereby the Customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Private Line Services

Private Line Service is an interLATA high-speed digital communications service using a physical fiber optic connection between two intrastate interLATA locations. Private Line Services are dedicated, non-switchable connections that can provide a constant and committed availability of capacity for a single Customer on a transmission path only between fixed, Customer-specified locations. Private Line transmission speeds range from 64 kbps to 512 kbps, DS1, DS3, OC3, OC12 and OC48 speeds. OC3, OC12 and OC48 speeds are offered on an Individual Case Basis.

Private Line circuits are priced at a fixed recurring charge based on line speed and the V&H miles between two Company POPs. The POPs are determined by locating the nearest available Company POP to the Customer or end-user locations (as determined by the NPA/NXX of the locations).

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Issued Date: 10-24-03

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**Promotional Offerings

Discounts and/or other modifications to the Company's standard service offerings, which may be offered from time to time to Customers using a particular service. Special Promotional Offerings may be limited to certain dates, times, and locations.

Quality of Service (QoS)

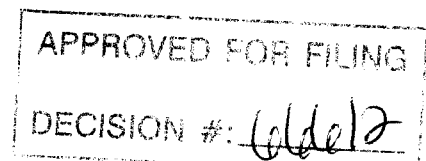
Quality of Service is a measure of the service quality provided to the subscriber. For ATM and Frame Relay services, QoS parameters and reference configurations for the User Network interface are assigned by the ITU-T. Qwest provides different QoS choices for ATM and Frame Relay services as a mechanism for customers to have tighter control of how the network handles their traffic and to match the appropriate network services to the particular needs of their traffic.

Qwest ATM Network

The physical connections and media between and including the Qwest ATM capable carrier class switches (ATM Layer). The Qwest ATM Network does not include any customer premise equipment (including the AAL) or local access facilities.

Qwest Frame Relay Network

The physical connections and media between and including the Qwest Frame Relay capable carrier class switches. The Qwest Frame Relay Network does not include any customer premise equipment, tail circuits, or local access facilities.



Issued Date: 10-24-03

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS (Cont'd)**Service Category

A specific set of QoS requirements and Usage Parameters selected to meet requirements of a customer's ATM or Frame Relay application.

Service Date

The date the Customer begins to utilize the service or the date that the service is made available for use by the Customer or its authorized users, whichever is sooner.

Switched Virtual Circuit (SVC)

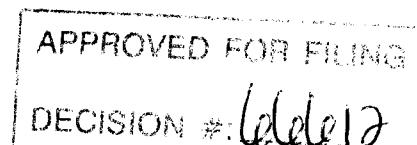
A virtual circuit connection established across a network on an as-needed basis and lasting only for the duration of the transfer. The datacom equivalent of a dialed phone call, the specific path provided in support of the SVC is determined on a call-by-call basis and in consideration of both the end points and the level of congestion in the network. SVCs contrast to Permanent Virtual Circuits (PVCs) which require manual set-up in network switching and customer premises equipment.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Virtual Circuit (VC)

A communications link - voice or data - that appears to the user to be a point-to-point circuit. VCs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as a logical, rather than a physical path, for a call.



Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE**

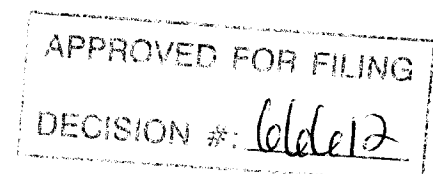
These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

2.2.1 UNDERTAKING OF THE COMPANY

- A. The furnishing of the communications services under the terms of this Tariff will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interLATA and intraLATA services.
- B. Service consists of the furnishing of transmission capabilities to Customers, authorized users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.
- C. The Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

2.2.2 LIMITATIONS

- A. Service is offered subject to the availability of facilities and the provisions of this Tariff.
- B. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a Customer having call volume or calling patterns that result, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
- C. Service may be discontinued without notice to a Customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.



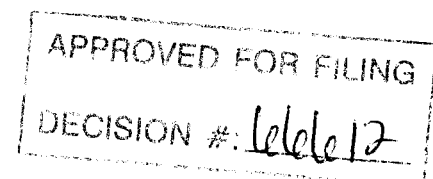
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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 LIMITATIONS (Cont'd)

- D. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- E. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without the prior written consent and approval of the Company.
- F. The Customer shall not use, nor permit others to use, the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
- G. The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.
- H. Neither the Services provided pursuant to this Tariff, nor the Customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.
- I. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

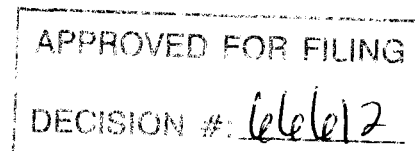


Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.3 TERMS AND CONDITIONS**

- A. Service is provided on a monthly basis, 24 hours per day as described herein. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. The Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All Customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- C. The Customer agrees to operate Company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the Customer to be responsible for damages to equipment pursuant to this Tariff.
- D. The Customer agrees to return all Company-provided equipment to the Company within five days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.
- E. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The Customer shall be responsible for making any necessary arrangements for the Company's entrance to the Customer's premises.



Issued Date: 10-24-03

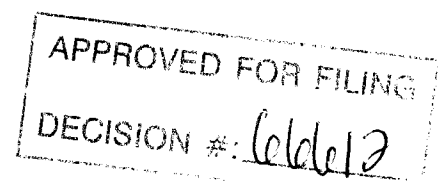
Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.3 TERMS AND CONDITIONS (Cont'd)**

- F. In the event the Company files suit or retains an attorney to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- G. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- H. Except as otherwise provided herein, or as specified by the party entitled to receive service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

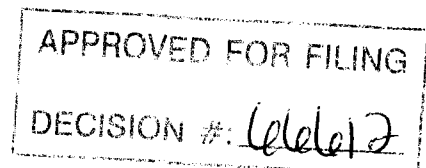
2.2.4 LIABILITY

- A. The Company shall not be liable to Customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company.
- B. The Company is not liable for any act or omission of the Customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company shall be indemnified and held harmless by the Customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.



2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.4 LIABILITY (Cont'd)**

- D. The Company shall not be liable for any defacement of or damages to the premises of a Customer or authorized user resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- E. The Company is not liable for any defacement of or damage to the premises of a Customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.
- F. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- G. In no event shall the Company or any of its affiliates be liable to a Customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if the Customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.



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Issued Date: 10-24-03

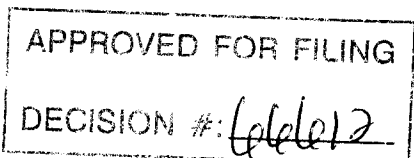
Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.4 LIABILITY (Cont'd)**

- H. The Customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the Customer's performance of its obligations and duties under this Tariff; and the Customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to Customer under this Tariff.
- I. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities, shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.
- J. In no event shall the Company or any of its affiliates be liable to the Customer, its customers or any of their affiliates under this Tariff for damages to Customer's supplier's interconnection facilities resulting from the furnishing of services, including the installation and removal of equipment and associated wiring.
- K. In no event shall the Company or any of its affiliates be liable to the Customer, its customers or any of their affiliates under this Tariff for any act or omission of any other entity furnishing a portion of the service, facilities or equipment associated with the service or for damages caused by services, facilities or equipment furnished by such entity.
- L. The Company shall be entitled to take, and shall have no liability whatsoever for any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency. The Customer shall cooperate fully with the Company and take all actions, as may be requested by the Company, to comply with any such rules, regulations, orders, decisions or directives.

2.2.5 CANCELLATION OF SERVICE BY A CUSTOMER

A Customer may discontinue service, either in part or in its entirety.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.6 USE OF SERVICE**

- A. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
- B. Service furnished by the Company may be used for one or more of the following:
 - for the transmission of communications by the Customer;
 - for the transmission of communications by an authorized user as defined herein;
or
 - for the transmission of communications to or from a Customer of another common carrier, which has subscribed to the Company's communications services.
- C. The Customer shall not use nor permit others to use the service in a manner that could impede or interfere with the services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
- D. No person, firm, corporation, agency, Customer, authorized user or other entity shall resell nor permit others to resell the Company's services without the prior written consent of the Company.

2.2.7 PAYMENT ARRANGEMENTS

- A. The Customer is responsible for payment of all charges for services furnished to the Customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided equipment or facilities by third parties, including, without limitation, the Customer's employees or the public.
- B. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge at the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may accrue upon any unpaid amount commencing five days after the date the payment is past due. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's tariffed late payment charge applies to all past due amounts, if applicable.

APPROVED FOR FILING
DECISION #: 666612

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.7 PAYMENT ARRANGEMENTS (Cont'd)**

- C. Usage charges are billed after each usage cycle. In the event that the Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of Customer's usage of services in the period in question for billing purposes.
- D. Nonrecurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the Customer.
- E. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the Customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
- F. All stated charges in this Tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc., shall be paid by the Customer.
- G. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company within 60 days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's dispute policy applies.
- H. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Tariff, the Customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.

APPROVED FOR FILING

DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.7 PAYMENT ARRANGEMENTS (Cont'd)**

- I. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment which is not honored or paid by the Customer's designated financial institution will be considered as nonpayment. A charge will apply whenever a payment for service on an active account is not accepted by the Customer's designated financial institution. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's return payment charge applies.

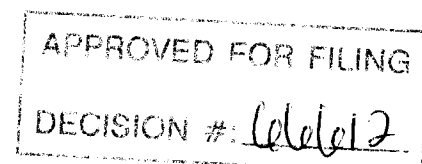
CHARGE

- Returned Payment Charge, per occasion \$10.00

J. If a check, draft, or other payment instrument remitted by a Customer or authorized user is dishonored more than once during a 12-month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

K. The applicant or Customer may be required to make a deposit to be held as a guarantee for the payment of charges for services furnished. When service is terminated, the amount of the deposit, with interest, will be applied to any indebtedness to the Company. A deposit will be refunded or credited to the Customer's account after 12 months if the Customer has not been delinquent in payment. The deposit will bear simple interest at the rate of 6% a year payable on the actual amount on deposit with the Company. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's deposit policy applies.

L. In the event that a Customer's account becomes delinquent, the Company may require the prepayment of additional months of actual or estimated recurring and/or nonrecurring charges for the services ordered hereunder as a condition of the continued provision of all such services. The Company also reserves the right to eliminate or otherwise modify any discounts applicable to any service being supplied to the Customer under such circumstances.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.8 CHANGE IN SERVICE ARRANGEMENT**

When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use.

2.2.9 RESTORATION OF SERVICE

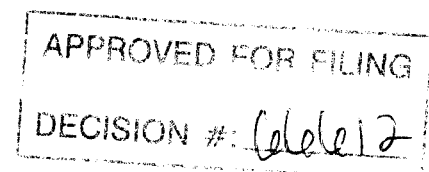
The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.2.10 INSPECTION

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this Tariff, and with installation, operational, or maintenance specifications of the Company. If requirements are not met, the Company may interrupt the service at any time, without penalty to the Company.

2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY

- A. The Company may immediately discontinue the furnishing of services to a Customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Tariff or any applicable laws, rules or regulations, or upon non-payment of any sum owed to the Company.
- B. The Company may immediately discontinue the furnishing of services to a Customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- C. The Company may immediately discontinue the furnishing of services to a Customer, without incurring any liability, if the Customer:
 - refuses to furnish information regarding the Customer's credit-worthiness, its past or current use of common carrier services, or its planned use of services; or
 - provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of services.



Issued Date: 5-24-02

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY (Cont'd)**

- D. The Company may immediately discontinue the furnishing of services to a Customer, without incurring any liability, if the Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- E. The Company may immediately discontinue the furnishing of services to a Customer upon written notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against the Customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or if the Customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or the Customer generally does not pay, or is not able to pay their debts as they become due.
- F. The Company may immediately discontinue the furnishing of services to a Customer upon at least five days written notice, without incurring any liability, if the Customer fails to perform or observe any regulation or obligation set forth under this Tariff and any such failure remains unremedied after receipt of a notice from the Company informing the Customer of such failure.
- G. Discontinuance of services by the Company pursuant to this section shall not relieve the customer of any obligation to pay the Company for charges due and owing for facilities and/or services furnished up to the time of discontinuance.
- H. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

APPROVED FOR FILING

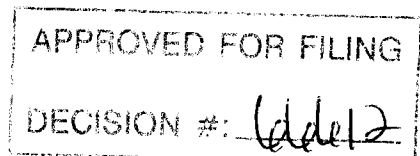
DECISION #: 66612

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.12 TESTING AND ADJUSTMENTS**

Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.2.13 LOCAL ACCESS

Qwest Total Advantage-Private Line Service provides dedicated point-to-point private line connections over Qwest's backbone network between two or more Qwest Points of Presence (POPs). Access to the local network is provided by the local exchange company (LEC). It is the Customer's responsibility to make arrangements with the local exchange company for their local access. Qwest may order interconnection facilities on behalf of the Customer if the Customer furnishes the Company with a Letter of Agency (LOA). Local access ordered on behalf of the Customer by Qwest will be at current local exchange company rates and charges.



2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.14 INTERCONNECTION WITH OTHER CARRIERS**

- A. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a Customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.
- C. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any Customer, user, or other entity, without the prior written consent of the Company.
- D. The Company may order interconnection facilities and/or initiate the presubscription process on behalf of a Customer if the customer furnishes the Company with a Letter of Agency. The Customer's use of interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The Customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.
- E. The Customer shall pay all local dedicated access charges for interconnection facilities associated with dedicated access arrangements, either directly to the local access provider or to the Company as specified in its invoice to the Customer, at the Company's option. Such charges may be adjusted by the Company, at its sole discretion. Unavailability, delay in installation, or other impairment of interconnection facilities shall in no event excuse the Customer's obligation to pay the Company the charges applicable to the services, whether or not such services are used or usable by the Customer.

APPROVED FOR FILING

DECISION #: 66612

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.15 ALLOWANCE FOR INTERRUPTIONS**

- A. The Customer may be eligible for an Allowance for Interruption in service, subject to the following conditions:
1. A Service Interruption shall be deemed to have commenced upon verifiable notification thereof by the Customer to the Company, or when indicated by network control information actually known to the Company's personnel, whichever is earlier. Each such interruption shall terminate upon restoration of the affected service, as determined by the Company.
 2. An Allowance for Interruption shall be granted only for Service Interruptions resulting from the unavailability of the circuits arranged by the Company to the Customer and shall not be granted if the interruption of any service is due to an outage or other defect occurring in the facilities furnished by any other carrier.
 3. An interruption period begins when the Customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is restored. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted.
 4. If the Customer elects to use the services of another carrier after any of the above interruptions, or during a period when the Customer is unable to place a call using the Company's services, the Customer shall pay the charges for the alternative service used.

APPROVED FOR FILING

DECISION #: 101012

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.15 ALLOWANCE FOR INTERRUPTIONS**

A. (Cont'd)

5. For Private Line Service, a Service Interruption Credit shall apply to the charges for the total mileage between end terminals of any circuit affected by a Service Interruption; provided, however, that if any portion of the affected circuit remains beneficially used or usable by the Customer, the Service Interruption Credit shall not apply to that pro rata portion of the facility that is available for use. The length of each Service Interruption shall be calculated in hours and shall include fractional portions thereof.
6. For services that are subject to a monthly recurring charge, allowances for interruptions will be determined as follows:
 - a. When service is interrupted for a period of less than two hours, no credit allowance will be given.
 - b. When the service is interrupted for a period of two to 24 hours, the amount of the credit allowance shall not exceed 1/30 of the monthly recurring charge or charges for the circuit.
 - c. When the service is interrupted for a period over 24 hours, the amount of the credit allowance shall not exceed 1/30 of the monthly recurring charge or charges for the circuit multiplied by the number of 24 hour periods during which the service was interrupted.

APPROVED FOR FILING
DECISION #: 161612

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.15 ALLOWANCE FOR INTERRUPTIONS**

A. (Cont'd)

7. Allowances for Interruptions shall be included in a subsequent monthly invoice. The amount of the credit allowance shall be determined by the Company and shall not exceed an amount equivalent to the proportionate charge for the period during which the service is interrupted. In no event shall usage charges be eligible for Allowances for Interruptions.
8. Allowances for Interruptions shall be granted upon a Customer's request and at the Company's sole discretion. No credit allowances shall be made for:
 - a. Interruptions that are caused by the negligence of the Customer or others authorized by the Customer to use the Customer's service.
 - b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company.
 - c. Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the Customer's service are located.
 - d. Interruptions during any period when the Customer or user has released the service to the Company for maintenance, rearrangement, or the implementation of a Customer order.
 - e. Interruptions during any period when the Customer or user has refused to release the service for testing or repair.
 - f. Interruptions during any period when the non-completion of calls is due to network busy conditions.
 - g. Interruptions not promptly reported to the Company.

APPROVED FOR FILING

DECISION #: 164612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 SPECIAL TAXES, FEES, CHARGES

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

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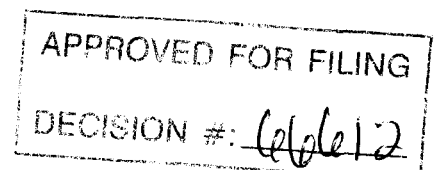
APPROVED FOR FILING
DECISION #: 141412

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.1 GENERAL

3.1.1 DESCRIPTION OF SERVICES

- A. The service enables customers to place long distance telephone calls within the State of Arizona. Unless otherwise expressly stated, all service descriptions and rates apply only to 1+ dialed plan rates, made from presubscribed lines. The rates may not apply to calling card calls, collect, third number billed or other billing methods, unless expressly so stated.
- B. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or in circumstances where it is not economically feasible.
- C. Total monthly charges for use of the Company's facilities are based upon the total time the customer utilizes such facilities, unless otherwise specified herein. Intrastate and/or intraLATA usage charges, as well as other charges, discounts, and/or features, are applicable to each individual service option.
- D. Rates and charges, excluding special taxes, fees and surcharges for service vary depending upon the option selected by the customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge for Instate and/or IntraLATA usage, charges for installation, special features, and/or charges for administrative or physical changes to a service. At additional cost, certain service options offer a customer the ability to identify individual users and allocate the cost of their long distance service through the use of accounting codes.
- E. Services are also governed by the terms and conditions contained in the Company's Rates and Services Schedule Interstate No. 3.
- F. Residential plans are available to all residential customers who have no more than five lines at a single location.
- G. Calling plans are available on a full-time basis, 24 hours a day, 7 days a week.



Issued Date: 10-24-03

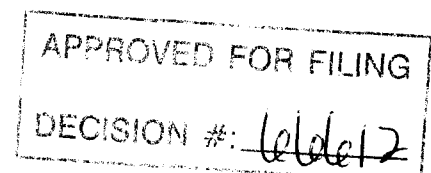
Effective Date: 12-15-03

ORIGINAL**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS****3.1 GENERAL (Cont'd)****3.1.2 DESCRIPTION OF CHARGES****A. Usage Charges**

1. Usage charges vary depending upon a combination of factors including: the time of day a call is placed, the distance between the calling and the called party, the duration of the call, and the network facilities over which the call was placed. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.
2. Chargeable time begins when the Company receives signaling to detect that the network connection between the calling party and the called party has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified, residential calls are measured and billed for an initial period of 60 seconds and timed in 60-second increments. Fractional minutes of use are rounded up to the next full minute.

B. Monthly Recurring Charges

Monthly Recurring Charges are fixed fees applicable to certain service offerings set forth herein. Such charges vary depending upon the physical requirements of the customer and the characteristics of the service arrangement utilized by the customer. Monthly recurring charges for dedicated access arrangements may include an amount charged by a local access provider. Customers may elect to be billed directly for local access facilities.



3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.1 GENERAL****3.1.2 DESCRIPTION OF CHARGES (Cont'd)****C. Volume Discounts**

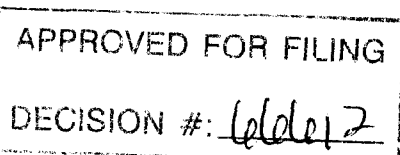
Customers whose total monthly usage equals or exceeds a minimum level may be eligible for a volume discount. The amount of the discount is generally based upon the customer's total monthly usage charges for all services; such usage may be measured for each rate period over all access lines in a service group. The Company reserves the right to discontinue Volume Discounts to customers who are delinquent in payment for services provided by the Company. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.

D. Minimum Monthly Usage Charges

Customers may be required to maintain a minimum usage level in order to receive discounted rates and charges. Unless otherwise specified, minimum usage charges are billed in advance and are not subject to volume or time-of-day discounts.

E. Installation Charges

Installation charges are applicable to certain service options requiring the physical connection of lines, ports, equipment, or other facilities. Such charges may also be assessed for changes in the service arrangement for the addition or adjustment to lines, ports, equipment, or other facility necessary to provide the service required by the customer.

F. Calling Card Service is available to residence customers subscribing to the calling plans listed in this section. See 6.4.2, following**G. A Payphone Use Surcharge will apply to calls that originate from any payphone when using the customer's calling card or Home 800. The appropriate service charge listed in 6.1.4, following, applies.****H. Operator Services from residential locations, which presubscribe to one of Qwest's 1+ dialed services, are listed in 6.2.6, following.**

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.1 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66d612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.2 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66de12

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.3 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: *161612*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.4 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 606012

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.5 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.6 LEAD FLAT****A. General Description**

Qwest's intrastate Lead Flat service offering is a 1+ long distance plan designed for residence subscribers.

B. Terms and Conditions

1. Lead Flat is provided in conjunction with the interstate Qwest Lead Flat plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods - Per Minute	\$0.30	\$0.30
	MAXIMUM MONTHLY RATE	
• Monthly Fee - Per Line	\$12.00	

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.7 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.8 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.9 ALL-AMERICA PLAN SERVICE****A. General Description**

All-America Plan Service provides facilities to complete calls between any two points within the State.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest All-America Plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

**MAXIMUM
INTERLATA/INTRALATA RATES**

**DAY
PER MIN.**

\$0.30

**EVENING
PER MIN.**

\$0.30

**NIGHT/WEEKEND
PER MIN.**

\$0.30

TIME PERIODS

Day

8 AM – 5 PM[1]

Monday through Friday

Evening

5 PM – 11 PM[1]

Sunday through Friday

Night/Weekend

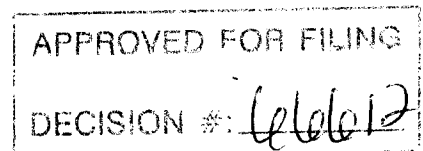
11 PM – 8 AM[1]

Sunday through Friday,
and all day Saturday

8 AM – 5 PM[1]

Sunday

[1] To, but not including, the times shown.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.10 HOME 800****A. General Description**

Home 800 is an 8XX product designed for residential customers that can be used to place calls to the customer from points within Arizona. A customer will be assigned an 8XX number and security code. Calls made to the customer's 8XX number using the security code will ring to the customer's residence.

B. Terms and Conditions

1. Home 800 is provided in conjunction with the comparable interstate Calling Plan and all terms, conditions, and charges set forth therein will apply and are incorporated by reference.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

All call usage is billed by rounding the actual time up to the next full minute. The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods - Per Minute	\$0.90	\$0.90

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.11 QWEST MEMBERSHIP PLAN****A. General Description**

The Qwest Membership Plan is a 1+ dialed long distance plan designed for residential customers only. An annual fee does apply.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest Membership Plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.
3. The customer is allowed multiple Qwest Membership plans on their account, on a per line basis.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods - Per Minute	\$0.30	\$0.30
	MAXIMUM ANNUAL RATE	
• Annual Fee - Per Line	\$60.00	

APPROVED FOR FILING

DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.12 QWEST 200 PLAN****A. General Description**

The intrastate Qwest 200-minute Calling Plan is a 1+ dialed long distance plan designed for residential customers. 200 combined interstate and/or intrastate minutes are included each month. Intrastate long distance minutes-of-use over the combined 200 minutes is priced as shown.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest 200 Plan.
2. Carry over of minutes from month-to-month is not allowed. Unused minutes will be forfeited.
3. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods - Per Minute	\$0.30	\$0.30
	MAXIMUM MONTHLY RATE	
• Monthly Fee - Per Line	\$30.00	

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.13 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66662

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.14 QWEST ROLLBACK****A. General Description**

The Qwest Rollback offering provides residential customers with a competitive per minute rate for a monthly fee.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest Rollback Plan.
2. Customer allowed multiple Rollback plans on an account.
3. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
--	-----------------------------------	------------------------------------

- | | | |
|--------------------|--------|--------|
| • All Time Periods | | |
| - Per Minute | \$0.30 | \$0.30 |

	MAXIMUM MONTHLY RATE
--	---------------------------------

- | | |
|------------------------------------|---------|
| • Monthly Fee (per two lines each) | |
| • First Month | \$10.00 |
| • Second Month | 8.00 |
| • Third Month | 6.00 |
| • Fourth Month | 4.00 |
| • Fifth and all Subsequent Months | 2.00 |

APPROVED FOR FILING

DECISION #: 161612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.15 OPTION T****A. General Description**

Option T will allow a residential customer to complete calls between two points within the state. There will be one flat rate for all times of day.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Option T plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.
3. The customer is allowed multiple Option T plans on an account with two lines on each plan.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods - Per Minute	\$0.30	\$0.30
	MAXIMUM USAGE REQUIREMENT	MINIMUM USAGE REQUIREMENT
• Minimum Usage Requirement - Per Every Two Lines	\$6.00	

APPROVED FOR FILING
DECISION #: 6666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.16 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.17 QWEST 10 CENT FLAT RATE PLAN****A. Description**

The *QWEST 10 CENT FLAT RATE PLAN* offering will allow a residential customer to complete calls between any two points within the state.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate *QWEST 10 CENT FLAT RATE PLAN*.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
--	---------------------------	----------------------------

- | | | |
|--------------------|--------|--------|
| • All Time Periods | | |
| - Per Minute | \$0.30 | \$0.30 |

	MAXIMUM MONTHLY RATE
--	-------------------------

- | | |
|---------------|--------|
| • Monthly Fee | |
| - Per Line | \$6.00 |

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.18 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.19 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.20 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: *lelele12*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.21 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #. 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.22 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.23 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: *666612*

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.24 QWEST UNLIMITED CALLING PLAN****A. Description**

The Qwest Unlimited Calling Plan offering will allow a residential customer to complete voice calls between any two points within the state. The Qwest Unlimited Calling Plan offering provides the customer with all of their domestic 1+ dialed interstate, interLATA and intraLATA calls for a monthly fee.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate Qwest Unlimited Calling Plan.
2. The Qwest Unlimited Calling Plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation. The Qwest Unlimited Calling Plan is only available on an intrastate basis when the customer has subscribed to the interstate Qwest Unlimited Calling Plan.
3. The monthly fee will be billed, in advance, and will apply beginning with the customer's first invoice after ordering the Qwest Unlimited Calling Plan.
4. The Qwest Unlimited Calling Plan does not permit the customer to make business calls.
5. If the customer's usage exceeds 5,000 Minutes Of Use in any month, the Company may monitor the customer's usage to ensure that the customer's use of the Qwest Unlimited Calling Plan is consistent with the applicable restrictions and limitations. If the Company has any reason to believe that the customer's usage is not consistent with the applicable restrictions, it shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions. The Company may terminate the Qwest Unlimited Calling Plan immediately upon notifying the customer, and convert the customer to another usage sensitive plan of the customer's choice.
6. The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS****3.2.24 QWEST UNLIMITED CALLING PLAN (Cont'd)****C. Rates and Charges**

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
--	-----------------------------------	-----------------------------------

- All Time Periods
- Per Minute

\$0.30

\$0.30

	MAXIMUM MONTHLY RATE
--	---------------------------------

- Monthly Fee
- Per Line

\$60.00

APPROVED FOR FILING

DECISION #: 664612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.3 CASUAL CALLING****3.3.1 RESIDENTIAL CASUAL CALLING****A. General Description**

This service allows a residential customer to complete calls between any two points within the state where the end user first dials Qwest's carrier identification code (101XXXX).

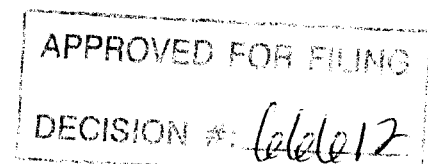
B. Terms and Conditions

1. This service is provided in conjunction with the interstate Residential Casual Calling service.
2. This service is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.48	\$0.48



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.1 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: *666612*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.2 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: *10/24/03*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.3 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.4 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #. *66612*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.5 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: *12-15-03*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.6 LEAD FLAT****A. Terms and Conditions**

Refer to 3.2.6 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRALATA RATE
•• All Time Periods		
- Per Minute	\$0.10	\$0.10
	MONTHLY RATE	
•• Monthly Fee		
- Per Line[1]	\$5.95	

APPROVED FOR FILING
DECISION #: 66612

[1] Monthly recurring rate is applied once for each line with this plan, whether the customer has the interstate and/or intrastate plan.

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.7 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: *66612*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.8 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.9 ALL-AMERICA PLAN SERVICE****A. Terms and Conditions**

Refer to 3.2.9 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

INTERLATA RATES

DAY PER MIN.	EVENING PER MIN.	NIGHT/WEEKEND PER MIN.
\$0.10	\$0.10	\$0.10

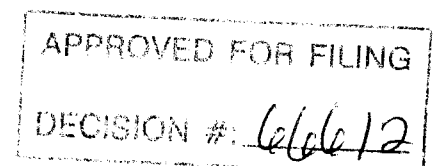
INTRALATA RATES

DAY PER MIN.	EVENING PER MIN.	NIGHT/WEEKEND PER MIN.
\$0.10	\$0.10	\$0.10

TIME PERIODS

Day	8 AM – 5 PM[1]	Monday through Friday
Evening	5 PM – 11 PM[1]	Sunday through Friday
Night/Weekend	11 PM – 8 AM[1]	Sunday through Friday, and all day Saturday
	8 AM – 5 PM[1]	Sunday

[1] To, but not including, the times shown.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.10 HOME 800****A. Terms and Conditions**

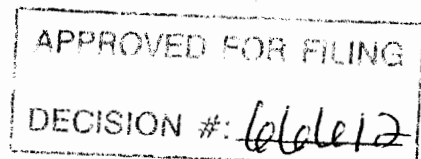
Refer to 3.2.10 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

PER MINUTE RATE

- All Time Periods \$0.30



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

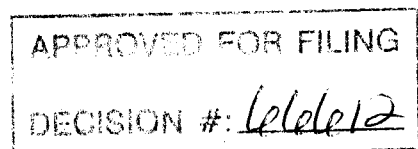
3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.11 QWEST MEMBERSHIP PLAN****A. Terms and Conditions**

Refer to 3.2.11 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.10	\$0.10
	ANNUAL RATE	
• Annual Fee		
- Per Line[1]	\$29.95	



[1] Monthly recurring rate is applied once for each line with this plan, whether the customer has the interstate and/or intrastate plan.

Issued Date: 10-24-03

Effective Date: 12-15-03

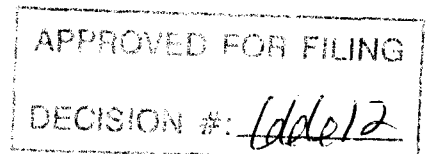
3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.12 QWEST 200 PLAN****A. Terms and Conditions**

Refer to 3.2.12 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.10	\$0.10
	MONTHLY RATE	
• Monthly Fee		
- Per Line[1]	\$14.95	



[1] Monthly recurring rate is applied once for each line with this plan, whether the customer has the interstate and/or intrastate plan.

ORIGINAL

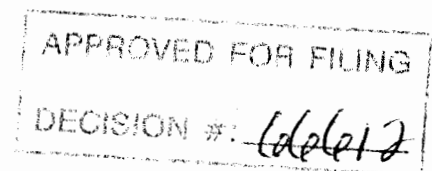
Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.13 RESERVED FOR FUTURE USE



Issued Date: 10-24-03

Effective Date: 12-15-03

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3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.14 QWEST ROLLBACK****A. Terms and Conditions**

Refer to 3.2.14 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

INTERLATA RATE INTRALATA RATE

- All Time Periods
- Per Minute

\$0.10

\$0.10

MONTHLY RATE[1]

- Monthly Fee (per two lines each)
- First Month
- Second Month
- Third Month
- Fourth Month
- Fifth and all Subsequent Months

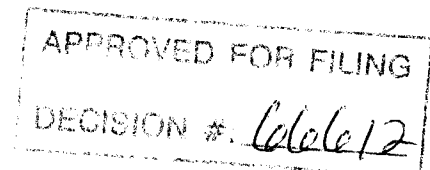
\$4.95

3.95

2.95

1.95

0.95



[1] Monthly recurring rate is applied once for each line with this plan, whether the customer has the interstate and/or intrastate plan.

Issued Date: 10-24-03

Effective Date: 12-15-03

ORIGINAL**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS****3.2 CALLING PLANS (Cont'd)****3.2.15 OPTION T****A. Terms and Conditions**

Refer to 3.2.15 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRA LATA RATE
• All Time Periods		
- Per Minute	\$0.10	\$0.10
	USAGE REQUIREMENT	
• Minimum Usage Requirement (per every two lines)	\$3.00	

APPROVED FOR FILING

DECISION #. 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.16 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: *666612*

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2.17 QWEST 10 CENT FLAT RATE PLAN

Refer to 3.2.17 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

The per minute usage rates are as follows:

[illegible]

- | | | |
|--------------------|--------|--------|
| • All Time Periods | | |
| - Per Minute | \$0.10 | \$0.10 |

MONTHLY RATE

- Monthly Fee
 - Per Line[1] \$2.95

APPROVED FOR FILING

DECISION #: 626612

[1] Monthly recurring rate is applied once for each line with this plan, whether the customer has the interstate and/or intrastate plan.

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.18 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.19 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.20 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.21 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.22 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION # *666612*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.23 RESERVED FOR FUTURE USE

APPROVED FOR FILING

DECISION #. 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.2 CALLING PLANS (Cont'd)****3.2.24 QWEST UNLIMITED CALLING PLAN****A. Terms and Conditions**

Refer to 3.2.24 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**INTERLATA RATE INTRALATA RATE**

- All Time Periods
- Per Minute

— —

MONTHLY RATE

- Monthly Fee
- Per Line

\$30.00

APPROVED FOR FILING

DECISION # 666612

Issued Date: 10-24-03

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3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**3.3 CASUAL CALLING****3.3.1 RESIDENTIAL CASUAL CALLING****A. Terms and Conditions**

Refer to 3.3.1 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

INTERLATA RATE INTRALATA RATE

- All Time Periods
- Per Minute

\$0.16

\$0.16

APPROVED FOR FILING
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Issued Date: 10-24-03

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4. BUSINESS COMPLEX SERVICE OFFERINGS

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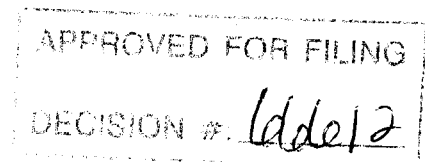
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4. BUSINESS COMPLEX SERVICE OFFERINGS**4.1 GENERAL****4.1.1 DESCRIPTION OF SERVICES**

- A. The service enables customers to place long distance telephone calls within the State of Arizona. Unless otherwise expressly stated, all service descriptions and rates apply only to 1+ dialed plan rates, made from presubscribed lines. The rates may not apply to calling card calls, collect, third number billed or other billing methods, unless expressly so stated.
- B. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or in circumstances where it is not economically feasible.
- C. Total monthly charges for use of the Company's facilities are based upon the total time the customer utilizes such facilities, unless otherwise specified herein. Intrastate and/or intraLATA usage charges, as well as other charges, discounts, and/or features, are applicable to each individual service option.
- D. Rates and charges, excluding special taxes, fees and surcharges for service vary depending upon the option selected by the customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge for interLATA (instate) and/or intraLATA usage, charges for installation, special features, and/or charges for administrative or physical changes to a service. At additional cost, certain service options offer a customer the ability to identify individual users and allocate the cost of their long distance service through the use of accounting codes.
- E. Services are also governed by the terms and conditions contained in the Company's Rates and Services Schedule Interstate No. 3.
- F. Calling plans are available on a full-time basis, 24 hours a day, 7 days a week.



Issued Date: 10-24-03

Effective Date: 12-15-03

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4. BUSINESS COMPLEX SERVICE OFFERINGS**4.1 GENERAL (Cont'd)****4.1.2 DESCRIPTION OF CHARGES****A. Usage Charges**

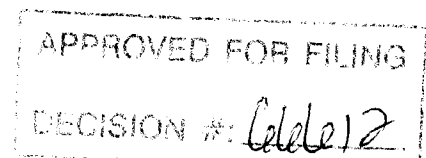
1. Usage charges vary depending upon a combination of factors including; the time-of-day a call is placed, the distance between the calling and the called party, the duration of the call, and the network facilities over which the call is placed. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.
2. Unless otherwise specified, business calls are measured and billed for an initial period of 30 seconds and timed in 6-second increments for usage over 30 seconds. The call rating is rounded to the nearest full cent. Rate quotes are provided in 60-second increments.

B. Monthly Recurring Charges

Monthly Recurring Charges are fixed fees applicable to certain service offerings set forth herein. Such charges vary depending upon the physical requirements of the customer and the characteristics of the service arrangement utilized by the customer. Monthly recurring charges for dedicated access arrangements may include an amount charged by a local access provider. Customers may elect to be billed directly for local access facilities.

C. Volume Discounts

Customers whose total monthly usage equals or exceeds a minimum level may be eligible for a volume discount. The amount of the discount is generally based upon the customer's total monthly usage charges for all services; such usage may be measured for each rate period over all access lines in a service group. The Company reserves the right to discontinue Volume Discounts to customers who are delinquent in payment for services provided by the Company. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.



ORIGINAL

Issued Date: 10-24-03

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4. BUSINESS COMPLEX SERVICE OFFERINGS**4.1 GENERAL****4.1.2 DESCRIPTION OF CHARGES (Cont'd)****D. Minimum Monthly Usage Charges**

Customers may be required to maintain a minimum usage level in order to receive discounted rates and charges. Unless otherwise specified, minimum usage charges are billed in advance and are not subject to volume or time-of-day discounts.

E. Installation/Nonrecurring Charges

Installation/Nonrecurring charges are applicable to certain service options requiring the physical connection of lines, ports, equipment, or other facilities. Such charges may also be assessed for changes in the service arrangement for the addition or adjustment to lines, ports, equipment, or other facility necessary to provide the service required by the customer.

F. *worldcard* is available to business customers subscribing to the calling plans listed in this section.**G. A Payphone Use Surcharge will apply to calls that originate from any payphone when using the customer's calling card or Toll Free Service. The appropriate service charge listed in 6.1.4, following, applies.****H. Operator Services from business locations, which presubscribe to one of Qwest's 1+ dialed services, are listed in 6.2.6, following.**

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DECISION #: 626612

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****A. General Description**

QWEST TOTAL ADVANTAGE is a suite of business communication services offering flat rates based on term and minimum usage commitments. *QWEST TOTAL ADVANTAGE* is designed for new businesses with monthly revenue between \$500.00 to \$75,000.00 or annual revenue between \$12,000.00 and \$900,000.00 of Contributory and Discounted Services. It is available on a month-to-month basis, 1-year, 2-year, or 3-year term commitment. The terms have commitment levels as set forth below.

B. Terms and Conditions

Services are also governed by the Terms and Conditions contained in Qwest's Rates and Services Schedule Interstate No. 3.

1. Billing and Rounding

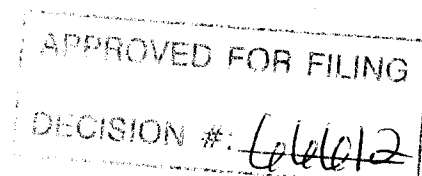
Rates are quoted in full minutes. Each call is subject to an initial 18-second increment, and usage is rounded up in subsequent 6-second increments, however, calls are subject to a 30-second minimum average time requirement.

2. Enhanced Toll-Free Features

QWEST TOTAL ADVANTAGE offers Enhanced Toll-Free Features for all *QWEST TOTAL ADVANTAGE* customers.

3. QWEST TOTAL ADVANTAGE worldcard

Refer to Section 6, following, for the description, terms and conditions for *QWEST TOTAL ADVANTAGE worldcard*.



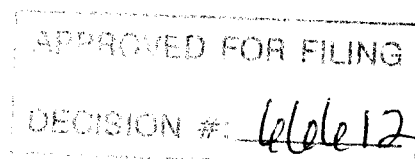
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Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****B. Terms and Conditions (Cont'd)****4. Minimums**

- a. Each customer must select either a minimum usage commitment per month (Minimum Monthly Commitment) or an annual usage commitment per 12-month period (Annual Minimum Commitment).
- b. If, during any Annual Period of the term commitment, the customer's total usage of *QWEST TOTAL ADVANTAGE* Service falls below the Annual Minimum Commitment, the customer will be billed the actual amount for the service used plus the difference between that amount and the Annual Minimum Commitment. For customers who sign a 1-year, 2-year or 3-year Annual Minimum Commitment term, the Annual Period will begin on the first day of the second billing cycle following the customer's enrollment for service.
- c. If a customer selecting a Monthly Minimum Commitment has billed usage charges less than the required Monthly Minimum Commitment during any month's invoice, the customer will be required to pay the difference between the Monthly Minimum Commitment and the actual billed charges. For customers who sign a 1-year, 2-year or 3-year term commitment, this requirement will be applied with the fourth full month's invoice.



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Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.2 *QWEST TOTAL ADVANTAGE*

B. Terms and Conditions (Cont'd)

5. Renewals

- a. Either the customer or Qwest may terminate the term commitment at the end of the initial term by providing not less than 30 days written notice. The customer's notice of termination must be sent to:

Qwest Communications Corp.,
Attention: Cancellation Notification,
Department 0270/1021,
4650 Lakehurst Court,
Dublin, OH 43016

- b. If written notification is not submitted to Qwest at least 30 days prior to the expiration of the term commitment, and Qwest has not given notice of termination to the customer, this term commitment will automatically renew. The renewed term commitment will be based on the same terms, conditions, monthly commitment level and initial term, and at the tariffed rates in effect at the time of such renewal.
- c. The customer may at any time after the expiration of the initial term, terminate the term commitment by providing not less than 30 days written notice to the address above.

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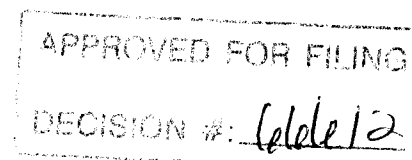
DECISION #: 66de12

Issued Date: 10-24-03

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4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****B. Terms and Conditions (Cont'd)****6. Early Termination Charges**

- a. Customers who terminate their monthly term commitment prior to the completion of the initial term and do not provide written notification to the Company, will be billed and required to pay termination charges calculated using the following method:
 - Taking the number of full months remaining in the current Annual Period in which the customer terminates the agreement, multiplied by the Monthly Usage Minimum, plus,
 - 35% of the Monthly Usage Minimum, multiplied by the number of months, if any, remaining in the then-effective term, (other than the number of months referenced in the preceding paragraph), plus,
 - any applicable third-party early termination or related charges or penalties incurred by the Company as a result of early termination by the customer of the services.
- b. Customers who terminate their annual term commitment prior to the completion of the initial term and do not provide written notification to the Company, will be billed and required to pay termination charges calculated using the following method:
 - Taking the Minimum Annual Commitment less the actual Annual Revenue generated during the Annual Period in which the customer terminates the enrollment, plus,
 - 35% of the Annual Minimum Commitment, multiplied by the number of Annual Periods remaining in the then-effective term, (other than the Annual Period referred to in the section immediately preceding) if any, plus,
 - Any applicable third-party early termination or related charges or penalties incurred by the Company as a result of the customer's early termination.

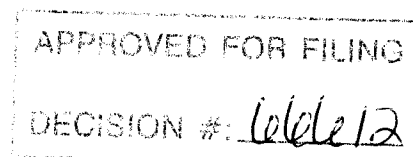


Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE (Cont'd)****C. Rates and Charges****1. General**

- a. Rates and charges for Qwest Services described herein that require dedicated access do not include access and access-related charges including, without limitation, installation charges, inside wiring charges assessed by the Local Exchange Company (LEC), construction charges assessed by the LEC and, distance and termination charges assessed by the LEC. All of these charges are additional. The rates and charges set forth herein do not include charges for customer premises equipment and related services.
- b. Regulatory charges and fees apply and are not included in the quoted rates, including Payphone Use Charge, Independent Telephone Company High Usage Surcharge, Operator Surcharges, and Number Portability charges.
- c. The service offering is provided in conjunction with the comparable interstate *QWEST TOTAL ADVANTAGE* Service and all terms, conditions and charges will apply.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****C. Rates and Charges (Cont'd)****2. QWEST TOTAL ADVANTAGE Voice**

The per-minute rate is as follows:

a. Switched Access – Outbound and Inbound, per-minute rates

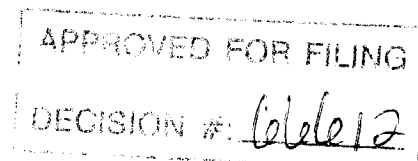
	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
• Month-to-Month	\$0.33	\$0.33
• 1-Year	0.30	0.30
• 2-Year	0.30	0.30
• 3-Year	0.30	0.30

b. Dedicated – Outbound and Inbound Per-Minute Rates

	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
• Month-to-Month	\$0.22	\$0.22
• 1-Year	0.20	0.20
• 2-Year	0.20	0.20
• 3-Year	0.20	0.20

c. QWEST TOTAL ADVANTAGE worldcard

Refer to Section 6, following, for the description and rates and charges for *QWEST TOTAL ADVANTAGE worldcard*.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****C. Rates and Charges (Cont'd)****3. Private Line Services****a. Basic Digital Service (DS0)**

Basic Digital Service is available in 64 Kbps increments from 64 Kbps – 512 Kbps.

The following rates are per mile per DS0 channel and do not include the local access connection to the Incumbent Local Exchange Carrier.

**MAXIMUM
PER DS0-MILE RATE**

Mileage Band	DS0-64	DS0-128	DS0-192	DS0-256	DS0-320	DS0-384	DS0-448	DS0-512
150-199	\$4.9668	\$8.1184	\$5.6008	\$4.4850	\$3.9000	\$3.8556	\$3.8238	\$3.8000
200-249	4.4000	6.3078	4.3934	3.6500	3.6000	3.5666	3.5428	3.5250
250-299	3.9666	5.2866	3.6738	3.3666	3.3266	3.3000	3.2808	3.2666
300-349	3.5998	4.5924	3.5971	3.0998	3.0666	3.0444	3.0284	3.0166
350-399	3.2712	4.1312	2.8902	2.8426	2.8140	2.7950	2.7814	2.7712
400-449	2.9664	3.8042	2.6330	2.5914	2.5664	2.5498	2.5378	2.5290
450-499	2.6774	3.4654	2.3812	2.3442	2.3218	2.3070	2.2964	2.8860
500+	2.4000	3.1994	2.1334	2.1000	2.0800	2.0666	2.0572	2.0500

A minimum mileage of 150 miles will be applied to all DS0 Private Line Services.

**MAXIMUM
NONRECURRING CHARGE**

Per Circuit \$1,000.00

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.3. (Cont'd)

b. High Speed Digital Service (DS1)[1]

The following rates are per mile per DS0 channel and do not include the local access connection to the Incumbent Local Exchange Carrier.

MILEAGE BAND	MAXIMUM RATE PER DS0 MILE
150 - 199	\$0.7472
200 - 249	0.5990
250 - 299	0.5286
300 - 349	0.4768
350 - 399	0.4502
400 - 449	0.4236
450 - 499	0.3970
500 +	0.3700

A minimum mileage of 150 miles will be applied to all DS1 Lines.

**MAXIMUM
NONRECURRING CHARGE**

- Per Circuit \$1,000.00

APPROVED FOR FILING

DECISION #: 10/24/03

APPROVED FOR FILING

[1] A Customer Provided Access Charge may apply. See Section 2 for definition.

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.3. (Cont'd)

c. High Speed Digital Service (DS3)[1]

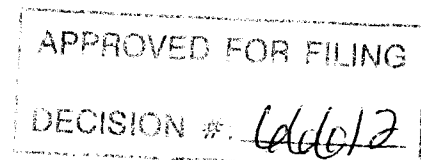
The following rates are per mile per DS0 channel and do not include the local access connection to the Incumbent Local Exchange Carrier.

MILEAGE BAND	MAXIMUM RATE PER DS0 MILE
150 - 199	\$0.1672
200 - 249	0.1620
250 - 299	0.1568
300 - 349	0.1516
350 - 399	0.1464
400 - 449	0.1412
450 - 499	0.1360
500 +	0.1300

A minimum of 150 miles will be applied to all DS3 Lines.

**MAXIMUM
NONRECURRING CHARGE**

- Per Circuit \$5,000.00



[1] A Customer Provided Access Charge may apply. See Section 2 for definition.

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.3. (Cont'd)

d. The following discounts apply to all Private Line Services:

MONTHLY COMMITMENT LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 500.00	19%	26%	29%
1,000.00	21%	28%	31%
2,500.00	22%	29%	32%
5,000.00	24%	31%	33%
10,000.00	27%	33%	36%
15,000.00	28%	34%	37%
20,000.00	29%	35%	38%
30,000.00	31%	36%	40%
50,000.00	32%	37%	41%
75,000.00	33%	38%	42%

ANNUAL COMMITMENT LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 12,000.00	21%	28%	31%
30,000.00	22%	29%	32%
60,000.00	24%	31%	33%
120,000.00	27%	33%	36%
180,000.00	28%	34%	37%
240,000.00	29%	35%	38%
360,000.00	31%	36%	40%
600,000.00	32%	37%	41%
900,000.00	33%	38%	42%

APPROVED FOR FILING

DECISION #. 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****C. Rates and Charges (Cont'd)****4. Enhanced Toll Free Features****a. Basic Features – Standard**

The following features are available to month-to-month and term customers.

FEATURE	MAXIMUM INSTALLATION/ NONRECURRING CHARGE	MAXIMUM MONTHLY RATE	MAXIMUM CHANGE CHARGE	MAXIMUM SURCHARGE
Alternate Call Routing, per 8XX number	\$100.00	\$100.00	\$100.00	–
Busy Ring No Answer per 8XX number	300.00	100.00	100.00	–
per route advance	–	–	–	\$0.03
DNIS, per 8XX number	30.00	–	30.00	–
Database Routing (DBR) per 8XX number	300.00	100.00	–	–
per call	–	–	–	0.12
Day of Week Routing, per 8XX number	100.00	100.00	100.00	–
Day of Year/Holiday Routing, per 8XX number	100.00	–	100.00	–
Direct Termination Overflow (DTO), per 8XX number	100.00	100.00	100.00	–
EZ Route, per 8XX number, per call	300.00	50.00	–	–
	–	–	–	\$0.12
Geo Routing, per 8XX number	100.00	100.00	100.00	

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.4.a. (Cont'd)

FEATURE	MAXIMUM INSTALLATION/ NONRECURRING CHARGE	MAXIMUM MONTHLY RATE	MAXIMUM CHANGE CHARGE	MAXIMUM SURCHARGE
Intelligent Call Processing, per 8XX number	\$2,000.00	\$4,000.00	-	-
per minute surcharge	-	-	-	\$0.075
Menu Routing, per 8XX number,	500.00	50.00	\$100.00	-
per call	-	-	-	0.15
Percent Allocation Routing, per 8XX number	100.00	100.00	100.00	-
Project Accounting Codes, per 8XX number	30.00	30.00	30.00	-
Tailored Call Coverage, per 8XX number	100.00	-	100.00	-
Time of Day Routing, per 8XX number	100.00	100.00	100.00	-
Toll-Free Directory Assistance, per 8XX number	70.00	6.00	70.00	-
Expedite	200.00	-	200.00	-
Transfer and Release, per 8XX number,	2,000.00	200.00	200.00	-
per transfer	-	-	-	0.15

APPROVED FOR FILING
 DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.4. (Cont'd)

b. Charge for Each Toll-Free Number

The first Toll-Free Number has no monthly rate.

**MAXIMUM
MONTHLY RATE**

• Month-to-Month	\$10.00
• 1-Year term	10.00
• 2-Year term	5.00
• 3-Year term	2.00

APPROVED FOR FILING
DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****C. Rates and Charges (Cont'd)****5. QWEST FRAME RELAY SERVICE**

For *QWEST FRAME RELAY SERVICE* description, terms and conditions, see 4.11, following. The rates and charges applicable to this service are as follows:

a. Rates

PORT INCREMENT IN Kbps	MAXIMUM MONTHLY RECURRING CHARGE/PORT	MAXIMUM INSTALL CHARGE/PORT	MAXIMUM CHANGE CHARGE/PORT
64	\$ 520.00	\$ 50.00	\$ 50.00
128	980.00	50.00	50.00
192	1,140.00	50.00	50.00
256	1,310.00	50.00	50.00
320	1,530.00	50.00	50.00
384	1,810.00	50.00	50.00
448	1,970.00	50.00	50.00
512	2,170.00	50.00	50.00
576	2,370.00	50.00	50.00
640	2,480.00	50.00	50.00
704	2,560.00	50.00	50.00
768	2,680.00	50.00	50.00
832	2,910.00	50.00	50.00
896	3,130.00	50.00	50.00
960	3,270.00	50.00	50.00
1,024	3,400.00	50.00	50.00
1,088	3,530.00	50.00	50.00
1,152	3,670.00	50.00	50.00
1,216	3,800.00	50.00	50.00
1,280	3,910.00	50.00	50.00
1,344	4,040.00	50.00	50.00
1,408	4,180.00	50.00	50.00
1,472	4,310.00	50.00	50.00
1,536	4,410.00	100.00	100.00
45,000	17,400.00	200.00	200.00

APPROVED FOR FILING

DECISION #. 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.5. (Cont'd)

b. Permanent Virtual Circuits[1]

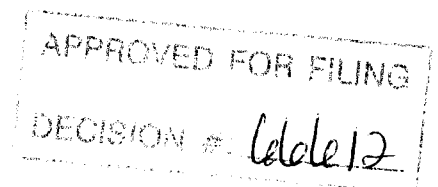
QoS	MAXIMUM MONTHLY RATE PER 1K DUPLEX	MAXIMUM INSTALL/CHANGE CHARGE PER PVC
VFRrt	\$6.00	\$30.00
VFRnrt	4.40	30.00
UFR	3.10	30.00
No QoS	3.10	30.00

- c. The following discounts apply to *QWEST FRAME RELAY SERVICE*. Month-to-month service does not receive a discount.

MONTHLY COMMITMENT LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 500.00	19%	26%	29%
1,000.00	21%	28%	31%
2,500.00	22%	29%	32%
5,000.00	24%	31%	33%
10,000.00	27%	33%	36%
15,000.00	28%	34%	37%
20,000.00	29%	35%	38%
30,000.00	31%	36%	40%
50,000.00	32%	37%	41%
75,000.00	33%	38%	42%

ANNUAL COMMITMENT LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 6,000.00	19%	26%	29%
12,000.00	21%	28%	31%
30,000.00	22%	29%	32%
60,000.00	24%	31%	33%
120,000.00	27%	33%	36%
180,000.00	28%	34%	37%
240,000.00	29%	35%	38%
360,000.00	31%	36%	40%
600,000.00	32%	37%	41%
900,000.00	33%	38%	42%

[1] Charges apply to each PVC between two customer Ports.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****C. Rates and Charges (Cont'd)****6. QWEST ATM SERVICE**

For *QWEST ATM SERVICE* description, terms and conditions, see 4.12, following. The rates and charges applicable to this service are as follows:

a. Rates

QoS	MAXIMUM PVC MONTHLY RATE PER 8K SIMPLEX	MAXIMUM NONRECURRING CHARGE PER PVC	MAXIMUM CHANGE CHARGE PER PVC
CBR	\$13.30	\$30.00	\$30.00
VBRrt	12.00	30.00	30.00
VBRnrt	11.10	30.00	30.00
ABR	6.00	30.00	30.00
UBR	1.60	30.00	30.00

QoS	MAXIMUM PVC MONTHLY RATE PER 1M SIMPLEX	MAXIMUM NONRECURRING CHARGE PER PVC	MAXIMUM CHANGE CHARGE PER PVC
CBR	\$1,706.00	\$30.00	\$30.00
VBRrt	1,536.00	30.00	30.00
VBRnrt	1,422.00	30.00	30.00
ABR	768.00	30.00	30.00
UBR	200.00	30.00	30.00

QoS	MAXIMUM SVC MONTHLY RATE PER MB	MAXIMUM NONRECURRING CHARGE PER SVC	MAXIMUM CHANGE CHARGE PER SVC
CBR	\$0.0600	\$30.00	\$30.00
VBRrt	0.0036	30.00	30.00
VBRnrt	0.0220	30.00	30.00
ABR	0.0160	30.00	30.00
UBR	0.0120	30.00	30.00

APPROVED FOR FILING

DECISION #. 666617

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.6.a. (Cont'd)

Ports

SPEEDS	MAXIMUM MONTHLY RATE PER PORT	MAXIMUM NONRECURRING CHARGE PER PORT	MAXIMUM CHANGE CHARGE PER PORT
OC12	\$59,780.00	\$600.00	\$600.00
OC3	33,110.00	400.00	400.00
DS3	17,400.00	200.00	200.00
DS1	4,410.00	100.00	100.00

Inverse Multiplexing over ATM (IMA)

3.088 Mbps	6,500.00	100.00	100.00
4.632 Mbps	7,800.00	100.00	100.00
6.176 Mbps	9,300.00	100.00	100.00
7.720 Mbps	10,900.00	100.00	100.00
9.264 Mbps	12,500.00	100.00	100.00
10.808 Mbps	14,000.00	100.00	100.00
12.352 Mbps	15,600.00	100.00	100.00

APPROVED FOR FILING

DECISION #: 161612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

C.6. (Cont'd)

- b. The following discounts apply to *QWEST ATM SERVICE*. Month-to-month service does not receive a discount.

MONTHLY COMMITMENT LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 500.00	19%	26%	29%
1,000.00	21%	28%	31%
2,500.00	22%	29%	32%
5,000.00	24%	31%	33%
10,000.00	27%	33%	36%
15,000.00	28%	34%	37%
20,000.00	29%	35%	38%
30,000.00	31%	36%	40%
50,000.00	32%	37%	41%
75,000.00	33%	38%	42%

ANNUAL COMMITMENT LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 6,000.00	19%	26%	29%
12,000.00	21%	28%	31%
30,000.00	22%	29%	32%
60,000.00	24%	31%	33%
120,000.00	27%	33%	36%
180,000.00	28%	34%	37%
240,000.00	29%	35%	38%
360,000.00	31%	36%	40%
600,000.00	32%	37%	41%
900,000.00	33%	38%	42%

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.3 QWEST GOVERNMENT NETWORK SERVICES****A. General Description**

QWEST GOVERNMENT NETWORK SERVICES (GNS-2000) or Qwest Loyal Advantage (QLA) is the Company's long distance service for Federal, State and Local government customers. QLA provides one rate period, a flat per minute rate. The following services are currently available:

- Switched Outbound Long Distance
- Switched Inbound Long Distance
- Dedicated Outbound Long Distance
- Dedicated Inbound Long Distance
- Toll Free Features
- *worldcard*
- Directory Assistance

GNS-2000 is available via three options identified on the invoice as switched long distance, dedicated long distance, and *worldcard* (travel card access).

B. Terms and Conditions

1. GNS-2000 is also governed by the Terms and Conditions contained in Qwest's Rates and Services Schedule Interstate No. 5.
2. GNS-2000 offers the following rate and billing structures to insure ease of management, network reliability and cost stability:
 - Guaranteed Rates
 - Flat Rates
 - 6 Second/18 Second Billing Increment for Domestic Calling
 - *worldcard* Rate With or Without Calling Card Surcharge
3. There are four different terms available (monthly, 1-, 2- and 3- year terms).

APPROVED FOR FILING
DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.3 QWEST GOVERNMENT NETWORK SERVICES (Cont'd)****C. GNS-2000/QLA****1. Switched**

GNS-2000 may be provisioned via Feature Group D ("FGD") for switched services from the customer's premises through the Local Exchange Carrier's central office to the Company network. All long-distance calls originating from or terminating to GNS-2000 switched access locations are automatically switched to the Company network. GNS-2000 Toll Free service may be provisioned on the same FGD line.

2. Dedicated

GNS-2000 may also be provisioned via dedicated lines from the customer's premises through the local central office to the Company network. Dedicated access to GNS-2000 may be provisioned by T-3, T-1 or Dedicated Access Lines (DAL).

3. *worldcard*

The *worldcard* Option S is available with GNS-2000. The *worldcard* Option F gives the customer a 5% discount for a 1-year term agreement, a 10% discount for a 2-year term agreement, and a 15% discount for a 3-year term agreement. For rates and charges, see GNS-2000 *worldcard* in 6.4.1, following.

4. Enhanced Toll Free Features

For terms and conditions, rates and charges see Enhanced Toll Free Features in 4.2.C.4., preceding.

5. Directory Assistance

For terms and conditions, rates and charges see Directory Assistance in 6.3, following.

APPROVED FOR FILING

DECISION #: 101612

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.3 QWEST GOVERNMENT NETWORK SERVICES (Cont'd)****D. Term Agreements**

The Company offers Month-to-Month, 1-year, 2-year, and 3-year terms. The Company agrees to provide the service for the duration of any term agreement at the rates determined at the time the agreement is executed. Should the rates decrease during the term of an agreement, the rates will be passed to the customer. However, the customer's rates will not be raised beyond the rates at the time the agreement is executed. Each customer will be required to sign an agreement for the furnishing of service.

E. Standard Features**1. Switched Outbound Long Distance**

- 101XXXX access is available.
- "700" access where allowed.
- Operator Assistance
- Directory Assistance (1-NPA-555-1212)
- Standard Billing Format

2. Enhanced Toll Free Features

For terms and conditions, rates and charges see 4.2, preceding.

3. *worldcard*

For terms and conditions, rates and charges see 6.4.1, following.

APPROVED FOR FILING

DECISION #: *604612*

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.3 QWEST GOVERNMENT NETWORK SERVICES (Cont'd)

F. Optional Features

1. Switched Outbound Long Distance

- Account Codes
- Omit Call Detail

2. Enhanced Toll Free Features

For terms and conditions, rates and charges see Enhanced Toll Free Features in 4.2, preceding.

G. Rates and Charges

1. Domestic

One flat rate per minute.

2. Rounding

All GNS-2000 services will be rounded to the nearest whole cent.

3. Billable Minutes of Use/Rates

All domestic rates are quoted in full minutes. Call rounding is 6-second initial and 1-second incremental, except as noted. All minutes of use will be rounded up to the next increment.

APPROVED FOR FILING

DECISION # 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.3 QWEST GOVERNMENT NETWORK SERVICES****G. Rates and Charges (Cont'd)****4. Per Minute Rates**

MONTHLY	MAXIMUM SWITCHED OUTBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.2751	\$0.2643	\$0.2586	\$0.2532

MONTHLY	MAXIMUM DEDICATED OUTBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.2055	\$0.1617	\$0.1584	\$0.1551

MONTHLY	MAXIMUM SWITCHED INBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.2751	\$0.2643	\$0.2586	\$0.2532

MONTHLY	MAXIMUM DEDICATED INBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.2055	\$0.1617	\$0.1584	\$0.1551

APPROVED FOR FILING
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4. BUSINESS COMPLEX SERVICE OFFERINGS

4.4 QWEST LONG DISTANCE ADVANTAGE

A. General Description

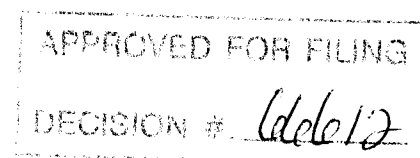
A. General Description

QWEST Long Distance Advantage is an offering of business communication services consisting of switched outbound, switched inbound and card services. The services have flat rates which are based on term and minimum usage commitments. *QWEST* Long Distance Advantage is intended for the small business segment spending less than \$2,500.00 in telecommunications services monthly. This service works well with both single locations and multiple location businesses. The customer automatically receives the *worldcard* with this offering.

Inbound Toll Free services permit customer to receive domestic inbound calls.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate *QWEST* Long Distance Advantage.
2. *QWEST* Long Distance Advantage is available in month-to-month and 12 month term plans. There is a minimum monthly usage commitment of \$10.00 for customers receiving service under both the monthly and term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.
3. Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original agreement.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE****B. Terms and Conditions (Cont'd)**

4. Qwest will allow a customer to terminate its term agreement prior to its expiration date provided the customer is converting to another Qwest product with equal or greater term and volume commitment levels.
5. If a customer terminates their service without cause prior to the expiration date of their term agreement, the customer will be billed and required to pay the minimum monthly usage charge for the remainder of the term agreement.
6. Refer to Section 6, following, for the description and rates and charges for *QWEST Long Distance Advantage worldcard*.

C. Rates and Charges**1. Switched Access – Outbound and Inbound, Per-Minute Rates**

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• Monthly	\$0.2850	\$0.2850
• Term	0.2700	0.2700

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE****C. Rates and Charges (Cont'd)****2. Enhanced Toll Free Features****a. Basic Features – Standard**

The following features are available to month-to-month and term customers.

FEATURE	MAXIMUM INSTALLATION/ NONRECURRING CHARGE	MAXIMUM MONTHLY RATE	MAXIMUM CHANGE CHARGE	MAXIMUM SURCHARGE
Alternate Call Routing, per 8XX number	\$100.00	\$100.00	\$100.00	–
Day of Week Routing, per 8XX number	100.00	100.00	100.00	–
Day of Year/Holiday Routing, per 8XX number	100.00	–	100.00	–
EZ Route – Menu, per 8XX number	300.00	50.00	–	–
per call	–	–	–	\$0.12
Geo Routing, per 8XX number	100.00	100.00	100.00	–

APPROVED FOR FILING

DECISION #: 166612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE**

C.2.a. (Cont'd)

FEATURE	MAXIMUM INSTALLATION/ NONRECURRING CHARGE	MAXIMUM MONTHLY RATE	MAXIMUM CHANGE CHARGE	MAXIMUM SURCHARGE
Menu Routing, per 8XX number, per call	\$500.00 -	\$ 50.00 -	\$200.00 -	- \$0.15
Percent Allocation Routing, per 8XX number	100.00	100.00	100.00	-
Project Accounting Codes, per 8XX number	30.00	30.00	30.00	-
Tailored Call Coverage, per 8XX number	100.00	-	100.00	-
Time of Day Routing, per 8XX number	100.00	100.00	100.00	-
Toll-Free Directory Assistance, per 8XX number	70.00	6.00	70.00	-
Expedite	200.00	-	200.00	-

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE**

C.2. (Cont'd)

b. Charge for Each Toll-Free Number

The first Toll-Free Number has no monthly rate.

**MAXIMUM
MONTHLY RATE**

- | | |
|------------------|---------|
| • Month-to-Month | \$10.00 |
| • 1-Year term | 10.00 |

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****A. General Description**

Q.INTEGRITY is an offering of business communication services consisting of switched outbound, switched inbound, dedicated switched outbound, dedicated switched inbound, Private Line, Frame Relay, ATM and card services. *Q.INTEGRITY* is intended for the large business segment billing a total of \$50,000.00 or more per month. This service works well with both single locations and multiple location businesses. The customer automatically receives the *worldcard* with this offering.

Inbound Toll Free services permit the customer to receive domestic inbound calls.

B. Terms and Conditions

1. *Q.INTEGRITY* offers integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities.
2. A monthly recurring charge applies to each toll-free number reserved for or supplied to a *Q.INTEGRITY* customer depending on the term commitment selected.

APPROVED FOR FILING

DECISION #. 66de12

Issued Date: 10-24-03

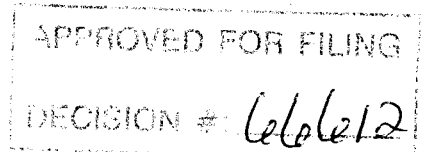
Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****B. Terms and Conditions (Cont'd)****3. Renewals**

- a. Either the customer or Qwest may terminate the term commitment at the end of the initial term by providing not less than 30 days written notice. The customer's notice of termination must be sent to:

Qwest Communications Corp.
Attention: Cancellation Notification
Department 0270/1021
4650 Lakehurst Court
Dublin, OH 43016

- b. If written notification is not submitted to Qwest at least 30 days prior to the expiration of the term commitment, and Qwest has not given notice of termination to the customer, this term commitment will automatically renew. The renewed term commitment will be based on the same terms, conditions, monthly commitment level and initial term, and at the tariffed rates in effect at the time of such renewal.
- c. The customer may, at any time after the expiration of the initial term, terminate the term commitment by providing not less than 30 days written notice to the address above.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.5 Q.INTEGRITY

B. Terms and Conditions (Cont'd)

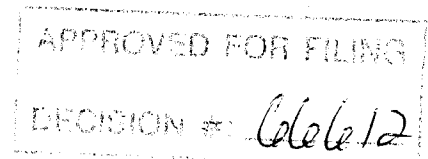
4. Early Termination Charges

a. Customers who terminate their Option D term commitment prior to completion of the term and do not provide written notification to Qwest, will be billed and required to pay termination charges calculated using the following method:

- Taking the number of full months remaining in the current Annual Period multiplied by the monthly usage minimum plus,
- 35% of the monthly usage minimum multiplied by the number of months remaining in the then-effective term (other than the number of months referred to in the section immediately preceding) if any, plus,
- Any applicable third-party early termination or related charges or penalties incurred by Qwest as a result of the customer's early termination.

b. Customers who terminate their Option E term commitment prior to completion of the term and do not provide written notification to Qwest, will be billed and required to pay termination charges calculated using the following method:

- An amount equivalent to the actual Annual Revenue generated during the Annual Period in which the customer terminates the commitment, less the usage minimum plus,
- 35% of the annual usage minimum multiplied by the number of Annual Periods remaining in the then-effective term (other than the annual period referred to in the section immediately preceding) if any, plus,
- Any applicable third-party early termination or related charges or penalties incurred by Qwest as a result of the customer's early termination.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY (Cont'd)****C. Rates and Charges**

1. *Q.INTEGRITY* offers two different pricing arrangements, Options D and E. The customer may select either of these options, however, shortfall penalties apply if the customer does not meet the product's minimum revenue commitments. The term of a *Q.INTEGRITY* Option D or E agreement begins on the first day of the billing cycle following the date of the customer's signature.

2. Option D

Option D requires customers to sign a term commitment of 1-year, 2-years or 3-years and meet a minimum volume of \$50,000.00 per month in contributing services.

3. Option E

Requires customers to sign a term commitment of 1-year, 2-years or 3-years and select an Annual Usage Minimum commitment that must be met during each Annual Period. Customers must select one of the five Option E annual usage minimums set forth in the following table:

Annual Usage Minimum Tiers

(Option E Only)

- a. \$1,200,000.00
- b. \$1,800,000.00
- c. \$2,400,000.00
- d. \$3,600,000.00
- e. \$4,800,000.00

APPROVED BY ARLING
DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****C. Rates and Charges (Cont'd)****4. Minimums**

- a. There is a minimum monthly usage commitment (Monthly Commitment) or, an annual minimum usage commitment per 12-month period for all customers.
- b. If during any month of the term commitment the customer's total usage of Option D service falls below the monthly usage minimum, the customer will be billed the actual amount for the service plus the difference between the monthly revenue and the monthly usage minimum.
- c. If during any Annual Period of the term commitment, the customer's total usage of Option E service falls below the annual usage minimum, the customer will pay for actual amount for the service plus the difference between the Annual Revenue and the annual usage minimum.
5. Rates and charges for Qwest services described herein requiring dedicated access do not include access and access-related charges including, without limitation, installation charges, inside wiring charges assessed by the LEC and, distance and termination charges assessed by the LEC. All of these charges are additional. The rates and charges set forth herein do not include charges for customer premises equipment and related services.

APPROVED FOR FILING
DECISION #. 666666

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****C. Rates and Charges (Cont'd)****6. 1+ Per Minute interLATA/intrastate and intraLATA/intrastate Usage Rates**

Subject to availability, the following per minute rates will apply to inbound and outbound calls.

a. InterLATA/Intrastate

	MAXIMUM SWITCHED			MAXIMUM DEDICATED		
	1-YEAR	2-YEAR	3-YEAR	1-YEAR	2-YEAR	3-YEAR
Option D	\$0.3420	\$0.3360	\$0.3300	\$0.2250	\$0.2220	\$0.2160
Option E	0.3420	0.3360	0.3300	0.2250	0.2220	0.2160

b. IntraLATA/Intrastate

	MAXIMUM SWITCHED			MAXIMUM DEDICATED		
	1-YEAR	2-YEAR	3-YEAR	1-YEAR	2-YEAR	3-YEAR
Option D	\$0.3420	\$0.3360	\$0.3300	\$0.2250	\$0.2220	\$0.2160
Option E	0.3420	0.3360	0.3300	0.2250	0.2220	0.2160

APPROVED FOR FILING
DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****C. Rates and Charges (Cont'd)****7. Private Line Service Rates**

See service description for Private Line Service in 4.10, following. The rates applicable to this service are as follows.

	MAXIMUM				
	FIXED PER CIRCUIT	PER MILE RATE	COC MRC PER END	COC NRC PER END	BRIDGING CHARGE
• DS0	\$ 414.00	\$ 0.58	\$ 100.00	\$ 440.00	\$34.00
• Fractional T-1 128	828.00	1.16	300.00	1,000.00	
• Fractional T-1 192	1,242.00	1.74	300.00	1,000.00	
• Fractional T-1 256	1,656.00	2.32	300.00	1,000.00	
• Fractional T-1 320	2,070.00	2.90	300.00	1,000.00	
• Fractional T-1 384	2,484.00	3.48	300.00	1,000.00	
• Fractional T-1 448	2,898.00	4.06	300.00	1,000.00	
• Fractional T-1 512	3,100.00	4.60	300.00	1,000.00	
• DS1	3,100.00	4.60	300.00	1,000.00	
• DS3	32,000.00	84.00	1,000.00	5,400.00	

APPROVED FOR FILING
DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****C. Rates and Charges (Cont'd)****8. QWEST FRAME RELAY SERVICE**

For *QWEST FRAME RELAY SERVICE* description, terms and conditions, see 4.11, following. The rates and charges applicable to this service are as follows:

a. Rates

PORT INCREMENT IN KBPS	MAXIMUM MONTHLY RECURRING CHARGE/PORT	MAXIMUM INSTALL CHARGE/PORT	MAXIMUM CHANGE CHARGE/PORT
64	\$ 470.00	\$ 50.00	\$ 50.00
128	880.00	50.00	50.00
192	1,030.00	50.00	50.00
256	1,180.00	50.00	50.00
320	1,380.00	50.00	50.00
384	1,630.00	50.00	50.00
448	1,770.00	50.00	50.00
512	1,950.00	50.00	50.00
576	2,130.00	50.00	50.00
640	2,230.00	50.00	50.00
704	2,300.00	50.00	50.00
768	2,410.00	50.00	50.00
832	2,620.00	50.00	50.00
896	2,820.00	50.00	50.00
960	2,940.00	50.00	50.00
1,024	3,060.00	50.00	50.00
1,088	3,180.00	50.00	50.00
1,152	3,300.00	50.00	50.00
1,216	3,420.00	50.00	50.00
1,280	3,520.00	50.00	50.00
1,344	3,640.00	50.00	50.00
1,408	3,760.00	50.00	50.00
1,472	3,880.00	50.00	50.00
DS1	3,970.00	100.00	100.00
DS3	15,660.00	200.00	200.00

APPROVED FOR FILING
DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY**

C.8. (Cont'd)

b. Permanent Virtual Circuits[1]

QoS	MAXIMUM MONTHLY RATE PER 1K DUPLEX OF CIR	MAXIMUM INSTALL/CHANGE CHARGE PER PVC
VFRrt	\$5.40	\$30.00
VFRnrt	4.00	30.00
UFR	2.80	30.00
No QoS	2.80	30.00

9. QWEST ATM SERVICE

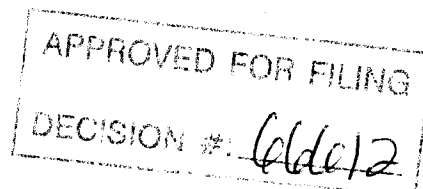
For *QWEST ATM SERVICE* description, terms and conditions, see 4.12, following. The rates and charges applicable to this service are as follows:

a. Rates

QoS	MAXIMUM PVC MONTHLY RATE PER 8K SIMPLEX	MAXIMUM NONRECURRING CHARGE PER PVC	MAXIMUM CHANGE CHARGE PER PVC
CBR	\$12.00	\$30.00	\$30.00
VBRrt	10.80	30.00	30.00
VBRnrt	10.00	30.00	30.00
ABR	5.40	30.00	30.00
UBR	1.40	30.00	30.00

QoS	MAXIMUM SVC MONTHLY RATE PER MB	MAXIMUM NONRECURRING CHARGE PER SVC	MAXIMUM CHANGE CHARGE PER SVC
CBR	\$0.0540	\$30.00	\$30.00
VBRrt	0.0320	30.00	30.00
VBRnrt	0.0200	30.00	30.00
ABR	0.0148	30.00	30.00
UBR	0.0108	30.00	30.00

[1] Charges apply to each PVC between two customer Ports.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY**

C.9.a. (Cont'd)

Ports

SPEEDS	MAXIMUM MONTHLY RATE PER PORT	MAXIMUM NONRECURRING CHARGE PER PORT	MAXIMUM CHANGE CHARGE PER PORT
OC12	\$53,800.00	\$600.00	\$600.00
OC3	29,800.00	400.00	400.00
DS3	15,660.00	200.00	200.00
DS1	3,970.00	100.00	100.00

Inverse Multiplexing over ATM (IMA)

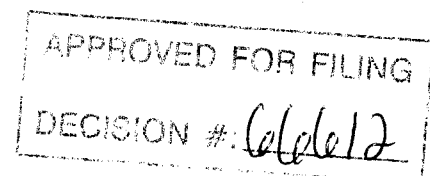
3.088 Mbps	6,500.00	100.00	100.00
4.632 Mbps	7,800.00	100.00	100.00
6.176 Mbps	9,300.00	100.00	100.00
7.720 Mbps	10,900.00	100.00	100.00
9.264 Mbps	12,500.00	100.00	100.00
10.808 Mbps	14,000.00	100.00	100.00
12.352 Mbps	15,600.00	100.00	100.00

10. *Q.INTEGRITY worldcard*

Refer to Section 6, following, for the description and rates and charges for *Q.INTEGRITY worldcard*.

11. Enhanced Toll Free Features

For terms, conditions, rates and charges, see Enhanced Toll Free Features in 4.2, preceding.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****A. General Description**

Q.GUARANTEED is a voice and data service offering flat rates based on term and minimum usage commitments. *Q.GUARANTEED* is designed for existing *Q.GUARANTEED* businesses spending up to \$100,000.00 per month. It is available on a month-to-month basis, 1-year, 2-year, or 3-year term commitment and the terms have 13 commitment levels. The customer automatically receives the *worldcard* with this offering.

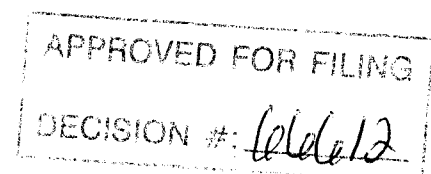
Inbound Toll Free Services permit the customer to receive domestic inbound calls.

B. Terms and Conditions

1. Rates are quoted in full minutes. Call rounding is 18-second initial and 6-second incremental.
2. *Q.GUARANTEED* customers are eligible to receive guarantees. See Qwest Communications Corporation Rates and Services Schedule No. 3
3. Renewals
 - a. The customer or Qwest may terminate the term commitment at the end of the initial term by providing not less than 30 days written notice. The customer's notice of termination must be sent to:

Qwest Communications Corp.
Attention: Cancellation Notification
Department 0270/1021
4650 Lakehurst Court
Dublin, OH 43016

- b. If written notification is not submitted to Qwest at least 30 days prior to the expiration of the term commitment, and Qwest has not given notice of termination to the customer, this term commitment shall automatically renew based on the same terms and conditions, at the same monthly commitment level and initial term, and at the tariffed rates in effect at the time of such renewal.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****B. Terms and Conditions (Cont'd)****4. Early Termination Charges**

- a. Customers who terminate their term commitment prior to the expiration date and do not provide written notification to Qwest, will be billed and required to pay termination charges equal to the number of months remaining in the term multiplied by the monthly commitment level.
- b. Customers who terminate their term commitment prior to the expiration date and do provide written notification to Qwest, will be responsible for the following charges, payable upon receipt:

- 1-Year Contract

Early termination charges for customers who terminate service prior to the expiration of their 17-year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

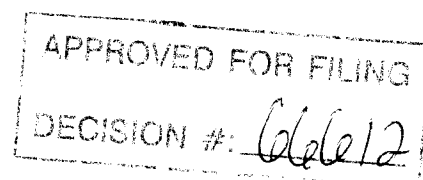
- 2-Year Contract

If the contract is in the first 12 months, the customer will be responsible to Qwest for:

- The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second 12 months.

If the contract is in the second 12 months, the customer will be responsible to Qwest for:

- The remaining number of months multiplied by the monthly commitment level.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.GUARANTEED*

B.4.b. (Cont'd)

•• 3-Year Contract

If the contract is in the first 12 months, the customer will be responsible to Qwest for:

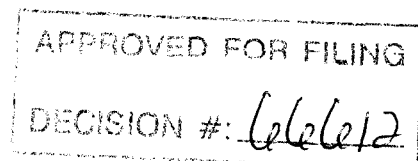
- The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second and third 12 months.

If the contract is in the second 12 months, the customer will be responsible to Qwest for:

- The remaining number of months of the second 12 months multiplied by the monthly commitment level plus 35% of months remaining in the third 12 months.

If the contract is in the third 12 months, the customer will be responsible to Qwest for:

- The remaining number of months multiplied by the monthly commitment level.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED (Cont'd)****C. Rates and Charges**

The per-minute rate is as follows:

1. Switched Access – Outbound and Inbound, Per-Minute Rates**Group 1**

	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
• Month-to-Month	\$0.3690	\$0.3690
• 1-Year	0.3450	0.3450
• 2-Year	0.3390	0.3390
• 3-Year	0.3300	0.3300

Group 2

	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
• 1-Year	\$0.3360	\$0.3360
• 2-Year	0.3300	0.3300
• 3-Year	0.3210	0.3210

Group 3

	MAXIMUM INTERLATA RATE	MAXIMUM INTRA LATA RATE
• 1-Year	\$0.3270	\$0.3270
• 2-Year	0.3210	0.3210
• 3-Year	0.3150	0.3150

APPROVED FOR FILING
DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****C. Rates and Charges (Cont'd)****2. Dedicated – Outbound and Inbound Per-Minute Rates****Group 1**

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• Month-to-Month	\$0.2340	\$0.2340
• 1-Year	0.2220	0.2220
• 2-Year	0.2190	0.2190
• 3-Year	0.2160	0.2160

Group 2

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• 1-Year	\$0.2160	\$0.2160
• 2-Year	0.2130	0.2130
• 3-Year	0.2100	0.2100

Group 3

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• 1-Year	\$0.2100	\$0.2100
• 2-Year	0.2070	0.2070
• 3-Year	0.2040	0.2040

3. Q.GUARANTEED worldcard

Refer to Section 6, following, for the description and rates and charges for *Q.GUARANTEED worldcard*.

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****C. Rates and Charges (Cont'd)****4. Enhanced Toll Free Features**

For terms, conditions, rates and charges, see Toll Free Enhanced Features in 4.2, preceding.

5. Q.GUARANTEED - Data Services Rates

See service description for Private Line Service in 4.10, following. The rates and charges applicable to this service are as follows.

MAXIMUM

	FIXED PER CIRCUIT	PER MILE RATE	COC MRC PER END	COC NRC PER END	BRIDGING CHARGE
• DS0	\$ 414.00	\$ 0.58	\$ 100.00	\$ 440.00	\$34.00
• Fractional T-1 128	828.00	1.16	300.00	1,000.00	
• Fractional T-1 192	1,242.00	1.74	300.00	1,000.00	
• Fractional T-1 256	1,656.00	2.32	300.00	1,000.00	
• Fractional T-1 320	2,070.00	2.90	300.00	1,000.00	
• Fractional T-1 384	2,484.00	3.48	300.00	1,000.00	
• Fractional T-1 448	2,898.00	4.06	300.00	1,000.00	
• Fractional T-1 512	3,100.00	4.60	300.00	1,000.00	
• DS1	3,100.00	4.60	300.00	1,000.00	
• DS3	32,000.00	84.00	1,000.00	5,400.00	

APPROVED FOR FILING
DECISION # 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****C. Rates and Charges (Cont'd)****6. QWEST FRAME RELAY SERVICE**

For *QWEST FRAME RELAY SERVICE* description, terms and conditions, see 4.11, following. The rates and charges applicable to this service are as follows:

a. Rates

PORT INCREMENT IN KBPS	MAXIMUM MONTHLY RECURRING CHARGE/PORT	MAXIMUM INSTALL CHARGE/PORT	MAXIMUM CHANGE CHARGE/PORT
64	\$ 470.00	\$ 50.00	\$ 50.00
128	880.00	50.00	50.00
192	1,030.00	50.00	50.00
256	1,180.00	50.00	50.00
320	1,380.00	50.00	50.00
384	1,630.00	50.00	50.00
448	1,770.00	50.00	50.00
512	1,950.00	50.00	50.00
576	2,130.00	50.00	50.00
640	2,230.00	50.00	50.00
704	2,300.00	50.00	50.00
768	2,410.00	50.00	50.00
832	2,620.00	50.00	50.00
896	2,820.00	50.00	50.00
960	2,940.00	50.00	50.00
1,024	3,060.00	50.00	50.00
1,088	3,180.00	50.00	50.00
1,152	3,300.00	50.00	50.00
1,216	3,420.00	50.00	50.00
1,280	3,520.00	50.00	50.00
1,344	3,640.00	50.00	50.00
1,408	3,760.00	50.00	50.00
1,472	2,880.00	50.00	50.00
DS1	3,970.00	100.00	100.00
DS3	15,660.00	200.00	200.00

APPROVED FOR FILING
DECISION #: *Caldel2*

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED**

C.6. (Cont'd)

b. Permanent Virtual Circuits[1]

QoS	MAXIMUM MONTHLY RATE PER 1K DUPLEX OF CIR	MAXIMUM INSTALL/CHANGE CHARGE PER PVC
VFRrt	\$5.40	\$30.00
VFRnrt	4.00	30.00
UFR	2.80	30.00
No QoS	2.80	30.00

7. Discounts

These discounts will be applied to *Q.GUARANTEED* – Switched Access, Data Services and *QWEST FRAME RELAY SERVICE*

VOLUME LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 100	10%	12%	14%
250	11%	13%	15%
500	12%	14%	16%
1,000	13%	15%	17%
2,000	14%	16%	18%
4,000	16%	18%	20%
7,000	17%	19%	21%
12,000	18%	20%	22%
20,000	20%	22%	24%
35,000	21%	23%	25%
50,000	22%	24%	26%
75,000	23%	25%	27%
100,000	24%	26%	28%

[1] Charges apply to each PVC between two customer Ports.

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****C. Rates and Charges (Cont'd)****8. QWEST ATM SERVICE**

For *QWEST ATM SERVICE* description, terms and conditions, see 4.12, following. The rates and charges applicable to this service are as follows:

a. Rates

QoS	MAXIMUM PVC MONTHLY RATE PER 8K SIMPLEX	MAXIMUM NONRECURRING CHARGE PER PVC	MAXIMUM CHANGE CHARGE PER PVC
CBR	\$9.00	\$30.00	\$30.00
VBRrt	8.00	30.00	30.00
VBRnrt	7.50	30.00	30.00
ABR	4.00	30.00	30.00
UBR	1.00	30.00	30.00

QoS	MAXIMUM SVC MONTHLY RATE PER MB	MAXIMUM NONRECURRING CHARGE PER SVC	MAXIMUM CHANGE CHARGE PER SVC
CBR	\$0.0540	\$30.00	\$30.00
VBRrt	0.0320	30.00	30.00
VBRnrt	0.0200	30.00	30.00
ABR	0.0148	30.00	30.00
UBR	0.0108	30.00	30.00

APPROVED FOR FILING
DECISION #: 626212

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED**

C.8. (Cont'd)

Ports

SPEEDS	MAXIMUM MONTHLY RATE PER PORT	MAXIMUM NONRECURRING CHARGE PER PORT	MAXIMUM CHANGE CHARGE PER PORT
OC12	\$53,800.00	\$600.00	\$600.00
OC3	29,800.00	400.00	400.00
DS3	15,660.00	200.00	200.00
DS1	3,970.00	100.00	100.00

Inverse Multiplexing over ATM (IMA)

3.088 Mbps	6,500.00	100.00	100.00
4.632 Mbps	7,800.00	100.00	100.00
6.176 Mbps	9,300.00	100.00	100.00
7.720 Mbps	10,900.00	100.00	100.00
9.264 Mbps	12,500.00	100.00	100.00
10.808 Mbps	14,000.00	100.00	100.00
12.352 Mbps	15,600.00	100.00	100.00

APPROVED FOR FILING

DECISION #: 121212

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.7 Q.BIZ****A. General Description**

Q.BIZ is an offering of business communication services consisting of switched outbound, switched inbound, and card services. The services have flat rates which are based on term and minimum usage commitments. *Q.BIZ* is intended for existing *Q.BIZ* businesses spending up to \$2,500.00 in telecommunications services monthly. This service works well with both single locations and multiple location businesses. The customer automatically receives the *worldcard* with this offering.

Inbound Toll Free Services permit the customer to receive domestic inbound calls.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate *Q.BIZ*.
2. *Q.BIZ* is available in month-to-month, 12, and 24 month term plans. There is a minimum monthly usage commitment of \$25.00 for customers receiving service under both the monthly and term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.
3. Upon expiration of the initial term and subsequent renewal terms, the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original agreement.
4. Qwest will allow a customer to terminate its term agreement prior to its expiration date provided the customer is converting to another Qwest product with equal or greater term and volume commitment levels.
5. If a customer terminates their service without cause prior to the expiration date of their term agreement, the customer will be billed and required to pay the minimum monthly usage charge for the remainder of the term agreement.

APPROVED FOR FILING
DECISION #: 6666/2

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.7 Q.BIZ****B. Terms and Conditions (Cont'd)**

6. Refer to Section 6, following, for the description and rates and charges for *Q.BIZ worldcard*.

7. Enhanced Toll Free Features

For terms, conditions, rates and charges, see Toll Free Enhanced Features in 4.4, preceding.

C. Rates and Charges

Call rounding is 30 second initial and 1 second incremental. Call duration is calculated on a per-call basis, rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

1. Switched Access – Outbound and Inbound, Per-Minute Rates

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• Monthly	\$0.3450	\$0.3450
• Term	0.3300	0.3300

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.8 COMMERCIAL MESSAGE TELECOMMUNICATIONS SERVICE****A. General Description**

Commercial Message Telecommunications Service (CMTS) provides facilities to complete calls between any two points. When a customer designates the Company to their Local Exchange Company (LEC) as their presubscribed carrier and does not call the Company to select a calling plan for 1+ calls, the customer is charged the rates shown below.

B. Rates and Charges

The per minute usage rates are as follows:

**MAXIMUM
INTERLATA RATES**

DAY		EVENING		NIGHT/WEEKEND	
<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

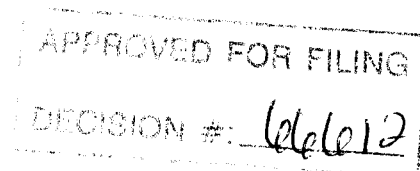
**MAXIMUM
INTRALATA RATES**

DAY		EVENING		NIGHT/WEEKEND	
<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

TIME PERIODS

Day	8 AM – 5 PM[1]	Monday through Friday
Evening	5 PM – 11 PM[1]	Sunday through Friday
Night/Weekend	11 PM – 8 AM[1]	Sunday through Friday, and all day Saturday
	8 AM – 5 PM[1]	Sunday

[1] To but not including the times shown.



Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.9 BUSINESS CASUAL CALLING****A. General Description**

This service allows a business customer to complete calls between any two points within the state where the end user first dials Qwest's carrier identification code (101XXXX).

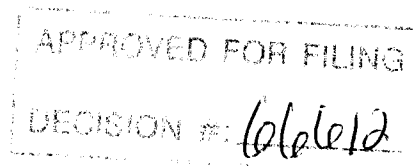
B. Terms and Conditions

This service is provided in conjunction with the interstate Business Casual Calling service.

C. Rates and Charges

The per minute usage rates are as follows:

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.4800	\$0.4800



4. BUSINESS COMPLEX SERVICE OFFERINGS

4.10 PRIVATE LINE SERVICE

A. General Description

1. Qwest's domestic Private Line Service is a point-to-point physical link between two Company Points of Presence (POP) located on the Qwest domestic network. The link provides interLATA dedicated non-switched electrical and/or optical transmission.
2. The service provides a fixed capacity of bandwidth for transport of the customer's digital communications traffic. The service uses and conforms to Synchronous Optical Network standards that originate and terminate a physical connection at a specified Company demarcation point located in the Qwest POP (QPOP). Service extends to and includes the equipment maintained by the Company at the Company network interface points located in the QPOP.
3. Private Line transmission speeds range from the DS0 level up to and including OCN speeds. Circuits at DS0, DS1, Fractional DS1 up to 512 kbps, DS3, OC3, OC12 and OC48 levels may be available between any two POP locations within the state. Provision of Private Line circuits are subject to facilities and capacity availability.

B. Terms and Conditions

1. Services are also governed by the Terms and Conditions contained in Qwest's Rates and Services Schedule Interstate No. 3.
2. Qwest shall bill the customer on a monthly basis at the customer's designated site in the state. The customer is billed one month in advance for all monthly recurring charges due under this Agreement, in addition to the retroactive billing for the first partial month of service. Nonrecurring charges (NRCs) usually appear on the bill following the installation of or change in service that generated the NRCs. Failure to timely bill the customer for any amounts due hereunder shall not be deemed a waiver of Qwest's rights to payment for such charges.
3. Private Line Service is available under the *QWEST TOTAL ADVANTAGE*, *Q.GUARANTEED* and *Q.INTEGRITY* service offerings. Terms and conditions for the provision of the Company's Private Line Service, including, without limitation, monthly recurring and nonrecurring rates, discounts, usage minimums, and term commitments are set forth in the Tariff sections applicable to these product offerings.

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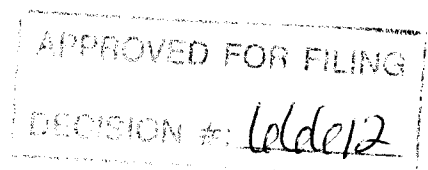
DECISION #: 161612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.10 PRIVATE LINE SERVICE (Cont'd)****C. Rates and Charges**

1. *Q.GUARANTEED* and *Q.INTEGRITY* Private Line circuits, all speeds and capacities, are priced at a fixed and variable monthly recurring charge (MRC) based upon line speed, central office connection and the V&H miles between the nearest available POP to the customer or end-user locations. V&H is determined by the NPA/NXX of the locations.
2. *QWEST TOTAL ADVANTAGE* Private Line circuits are priced at a fixed recurring charge based upon line speed and the V&H miles between two Company POPs.
3. Rates specified in this Tariff for Qwest services requiring dedicated access do not include access and access-related charges, including, without limitation, installation charges, inside wiring charges assessed by the Incumbent Local Exchange Carrier, construction charges assessed by the Incumbent Local Exchange Carrier, and distance and termination charges assessed by the Incumbent Local Exchange Carrier. Therefore access and access related charges are additional charges.
4. OCN pricing will be on an Individual Case Basis (ICB). Pricing will be based on a 150 mile minimum circuit. Therefore, circuits with V&H mileage between the 13 customer sites of less than 150 miles will be billed the minimum of 150 miles.



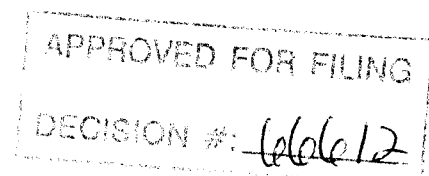
ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.11 QWEST FRAME RELAY SERVICE****A. General Description**

1. *QWEST FRAME RELAY SERVICE* is a public, fast-packet data network service that employs a form of packet switching analogous to a streamlined version of X.25 networks. The packets are in the form of "frames", which are variable in length, with the payload being anywhere between 0 and 4,096 octets. *QWEST FRAME RELAY SERVICE* supports a variety of simultaneous data applications over a single integrated facility such as data, voice, and video. Transmission of frames between the user sites is on the basis of Permanent Virtual Circuits (PVCs) which are predetermined paths specifically defined in the Frame Relay routing logic. The following Usage Parameters for traffic control and congestion control apply to particular virtual circuits on *QWEST FRAME RELAY SERVICE*:
 - Committed Burst Size: The maximum data rate that the Company agrees to handle over a subscriber link under normal network operation conditions.
 - Excess Burst Size: The maximum data rate that the Company's network will attempt to transport over a specified period of time, known as the Measurement Interval. At the Company's discretion, the Company may mark the excess frames as Discard Eligible (DE).
2. Virtual Circuits (VCs) are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. *QWEST FRAME RELAY SERVICE* supports routing on a pre-established connection or PVC.
3. Port connection provides a gateway into the Qwest Frame Relay network and allocates the network's available capacity to the virtual connections it supports.

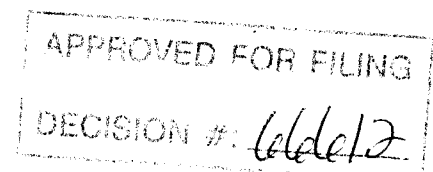


Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.11 QWEST FRAME RELAY SERVICE (Cont'd)****B. Terms and Conditions**

1. Services are also governed by the Terms and Conditions contained in the Qwest Rates and Services Schedule Interstate No. 3.
2. The provision of *QWEST FRAME RELAY SERVICE* is subject to capacity and facilities availability.
3. *QWEST FRAME RELAY SERVICE* is available under *QWEST TOTAL ADVANTAGE*, *Q.GUARANTEED* and *Q.INTEGRITY* service offerings. Terms and conditions for the provision of *QWEST FRAME RELAY SERVICE*, including, without limitation, monthly recurring and nonrecurring rates, discounts, usage minimums, and term commitments are set forth in the Tariff sections applicable to these product offerings.
4. Service Level Availability Guarantees are the same as set forth in the Qwest Rates and Services Schedule Interstate No. 3.

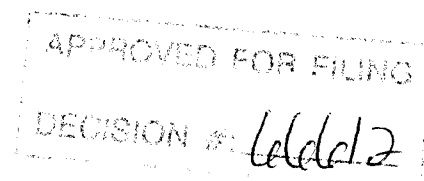


Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.12 QWEST ATM SERVICE****A. General Description**

1. *QWEST ATM SERVICE* is a high-speed, connection oriented multiplexing and switching service that uses fixed-length cells to support transmission of multiple types of traffic (such as data, voice and video) over a Local Area Network (LAN) or Wide Area Network (WAN).
2. *QWEST ATM SERVICE* allows for a fixed-length 53-byte cell, which consists of 48 byte payload and 5-byte header, to transport user data across the network. Switching is done based on the contents of the cell header.
3. The Qwest ATM Port Connection provides a gateway into the Qwest ATM Network and allocates the network's available capacity to the Virtual Connections it supports. At least one Port must exist for each customer premises directly connected to the Qwest ATM Network.
4. Virtual Circuits (VCs) are two-way, software-defined data paths between two Ports that act as replacements for private or dedicated leased lines in the customer's network. *QWEST ATM SERVICE* supports cell routing on a preestablished connection or Permanent Virtual Circuit (PVC), or connection on demand basis or Switched Virtual Circuit (SVC). The customer at or prior to connection set up must designate a service category.



Issued Date: 10-24-03

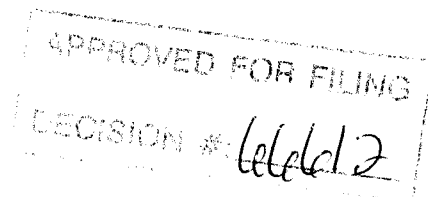
Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.12 QWEST ATM SERVICE (Cont'd)****B. Terms and Conditions**

1. Services are also governed by the Terms and Conditions contained in the Qwest Rates and Services Schedule Interstate No. 3.
2. The provision of *QWEST ATM SERVICE* is subject to capacity and facilities availability.
3. *QWEST ATM SERVICE* is available under *QWEST TOTAL ADVANTAGE*, *Q.GUARANTEED* and *Q.INTEGRITY* service offerings. Terms and conditions for the provision of *QWEST ATM SERVICE*, including, without limitation, monthly recurring and nonrecurring rates, discounts, usage minimums, and term commitments are set forth in the Tariff sections applicable to these product offerings.
4. Service Level Availability Guarantees are the same as set forth in the Qwest Rates and Services Schedule Interstate No. 3.

C. Rates and Charges

1. Rates specified in this Tariff for Qwest services requiring dedicated access do not include access and access-related charges, including, without limitation, installation charges, inside wiring charges assessed by the Incumbent Local Exchange Carrier, construction charges assessed by the Incumbent Local Exchange Carrier, and distance and termination charges assessed by the Incumbent Local Exchange Carrier. Therefore access and access related charges are additional charges.
2. Five Quality of Service (QoS) offerings are available for *QWEST ATM SERVICE* PVCs on a per connection basis.
3. Five Quality of Service (QoS) offerings are available for *QWEST ATM SERVICE* SVCs on a per connection basis. Charges for usage for each QoS are based on the number of megabytes (MB) transported across a SVC on the Qwest ATM network per month.



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****A. Terms and Conditions**

Refer to 4.2 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per-minute rate is as follows:

1. Switched Access – Outbound and Inbound, Per-Minute Rates

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.1100	\$0.1100
• 1-Year	0.1000	0.1000
• 2-Year	0.0974	0.0974
• 3-Year	0.0947	0.0947

2. Dedicated – Outbound and Inbound Per-Minute Rates

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.0712	\$0.0712
• 1-Year	0.0641	0.0641
• 2-Year	0.0622	0.0622
• 3-Year	0.0603	0.0603

APPROVED FOR FILING
DECISION # 101612

ORIGINAL

Issued Date: 10-24-03

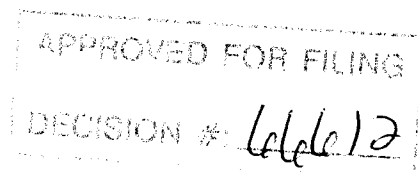
Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****B. Rates and Charges (Cont'd)****3. Private Line Services****a. Basic Digital Service (DS0)****PER DS0-MILE RATE**

Mileage Band	<u>DS0-64</u>	<u>DS0-128</u>	<u>DS0-192</u>	<u>DS0-256</u>	<u>DS0-320</u>	<u>DS0-384</u>	<u>DS0-448</u>	<u>DS0-512</u>
150-199	\$2.4834	\$2.1500	\$2.0389	\$1.9834	\$1.9500	\$1.9278	\$1.9119	\$1.9000
200-249	2.2000	1.9500	1.8667	1.8250	1.8000	1.7833	1.7714	1.7625
250-299	1.9833	1.7833	1.7166	1.6833	1.6633	1.6500	1.6404	1.6333
300-349	1.7999	1.6333	1.5777	1.5499	1.5333	1.5222	1.5142	1.5083
350-399	1.6356	1.4928	1.4451	1.4213	1.4070	1.3975	1.3907	1.3856
400-449	1.4832	1.3582	1.3165	1.2957	1.2832	1.2749	1.2689	1.2645
450-499	1.3387	1.2276	1.1906	1.1721	1.1609	1.1535	1.1482	1.1443
500+	1.2000	1.1000	1.0667	1.0500	1.0400	1.0333	1.0286	1.0250

NONRECURRING CHARGE

Per Circuit \$500.00



Issued Date: 10-24-03

Effective Date: 12-15-03

ORIGINAL**4. BUSINESS COMPLEX SERVICE OFFERINGS****4.2 QWEST TOTAL ADVANTAGE****B.3. (Cont'd)****b. High Speed Digital Service (DS1)**

MILEAGE BAND	PER MILE RATE
150 - 199	\$0.2783
200 - 249	0.2650
250 - 299	0.2517
300 - 349	0.2384
350 - 399	0.2251
400 - 449	0.2118
450 - 499	0.1985
500 +	0.1850

NONRECURRING CHARGE

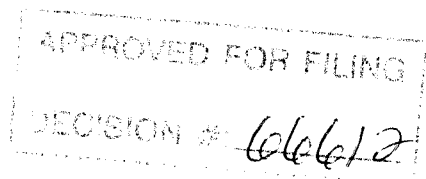
- Per Circuit \$500.00

c. High Speed Digital Service (DS3)

MILEAGE BAND	PER MILE RATE
150 - 199	\$0.0836
200 - 249	0.0810
250 - 299	0.0784
300 - 349	0.0758
350 - 399	0.0732
400 - 449	0.0706
450 - 499	0.0680
500 +	0.0650

NONRECURRING CHARGE

- Per Circuit \$2,500.00



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE****B. Rates and Charges (Cont'd)****4. Enhanced Toll Free Features****a. Basic Features – Standard**

The following features are available to month-to-month and term customers.

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Alternate Call Routing, per 8XX number	\$ 50.00	\$50.00	\$50.00	—
Busy Ring No Answer per 8XX number	150.00	50.00	50.00	—
per route advance	—	—	—	\$0.01
DNIS, per 8XX number	15.00	—	15.00	—
Database Routing (DBR), per 8XX number	150.00	50.00	—	—
per call	—	—	—	0.04
Day of Week Routing, per 8XX number	50.00	50.00	50.00	—
Day of Year/Holiday Routing, per 8XX number	50.00	—	50.00	—
Direct Termination Overflow (DTO), per 8XX number	50.00	50.00	50.00	—
EZ Route – Menu, per 8XX number, per call	150.00	25.00	—	—
	—	—	—	0.04

APPROVED FOR FILING
DECISION # 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

B.4.a. (Cont'd)

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Geo Routing, per 8XX number	\$ 50.00	\$ 50.00	—	—
Intelligent Call Processing, per 8XX number	1,000.00	2,000.00	—	—
per minute surcharge	—	—	—	\$0.025
Menu Routing, per 8XX number,	250.00	25.00	100.00	—
per call	—	—	—	0.05
Percent Allocation Routing, per 8XX number	50.00	50.00	50.00	—
Project Accounting Codes, per 8XX number	15.00	15.00	15.00	—
Tailored Call Coverage, per 8XX number	50.00	—	50.00	—
Time of Day Routing, per 8XX number	50.00	50.00	50.00	—
Toll-Free Directory Assistance, per 8XX number	35.00	3.00	35.00	—
Expedite	100.00	—	100.00	—
Transfer and Release, per 8XX number	1,000.00	100.00	100.00	—
per transfer	—	—	—	0.05

APPROVED FOR FILING
 DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

B.4. (Cont'd)

b. Charge for Each Toll-Free Number

MONTHLY RATE

- Month-to-Month \$5.00
- 1-Year term 5.00
- 2-Year term 2.50
- 3-Year term 1.00

5. QWEST FRAME RELAY SERVICE

a. Rates

PORT INCREMENT IN KBPS	MONTHLY RECURRING CHARGE/PORT	INSTALL CHARGE/PORT	CHANGE CHARGE/PORT
64	\$ 260.00	\$ 25.00	\$ 25.00
128	490.00	25.00	25.00
192	570.00	25.00	25.00
256	655.00	25.00	25.00
320	765.00	25.00	25.00
384	905.00	25.00	25.00
448	985.00	25.00	25.00
512	1,085.00	25.00	25.00
576	1,185.00	25.00	25.00
640	1,240.00	25.00	25.00
704	1,280.00	25.00	25.00
768	1,340.00	25.00	25.00
832	1,455.00	25.00	25.00
896	1,565.00	25.00	25.00
960	1,635.00	25.00	25.00
1,024	1,700.00	25.00	25.00
1,088	1,765.00	25.00	25.00
1,152	1,835.00	25.00	25.00
1,216	1,900.00	25.00	25.00
1,280	1,955.00	25.00	25.00
1,344	2,020.00	25.00	25.00
1,408	2,090.00	25.00	25.00
1,472	2,155.00	25.00	25.00
1,536	2,205.00	50.00	50.00
45,000	8,700.00	100.00	100.00

APPROVED FOR FILING
 DECISION # 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

B.5. (Cont'd)

b. Permanent Virtual Circuits[1]

QoS	MONTHLY RATE PER 1K DUPLEX	INSTALL/CHANGE CHARGE PER PVC
VFRrt	\$3.00	\$15.00
VFRnrt	2.20	15.00
UFR	1.55	15.00
No QoS	1.55	15.00

6. QWEST ATM SERVICE

a. Rates

QoS	PVC MONTHLY RATE PER 8K SIMPLEX	NONRECURRING CHARGE PER PVC	CHANGE CHARGE PER PVC
CBR	\$6.65	\$15.00	\$15.00
VBRrt	6.00	15.00	15.00
VBRnrt	5.55	15.00	15.00
ABR	3.00	15.00	15.00
UBR	0.80	15.00	15.00

QoS	PVC MONTHLY RATE PER 1M SIMPLEX	NONRECURRING CHARGE PER PVC	CHANGE CHARGE PER PVC
CBR	\$853.00	\$15.00	\$15.00
VBRrt	768.00	15.00	15.00
VBRnrt	711.00	15.00	15.00
ABR	384.00	15.00	15.00
UBR	100.00	15.00	15.00

QoS	SVC MONTHLY RATE PER MB	NONRECURRING CHARGE PER SVC	CHANGE CHARGE PER SVC
CBR	\$0.0300	\$15.00	\$15.00
VBRrt	0.0180	15.00	15.00
VBRnrt	0.0110	15.00	15.00
ABR	0.0080	15.00	15.00
UBR	0.0060	15.00	15.00

[1] Charges apply to each PVC between two customer Ports.

APPROVED FOR FILING
 DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.2 QWEST TOTAL ADVANTAGE**

B.6.a. (Cont'd)

Ports

SPEEDS	MONTHLY RATE PER PORT	NONRECURRING CHARGE PER PORT	CHANGE CHARGE PER PORT
OC12	\$29,890.00	\$300.00	\$300.00
OC3	16,555.00	200.00	200.00
DS3	8,700.00	100.00	100.00
DS1	2,205.00	50.00	50.00

Inverse Multiplexing over ATM (IMA)

3.088 Mbps	3,250.00	50.00	50.00
4.632 Mbps	3,900.00	50.00	50.00
6.176 Mbps	4,650.00	50.00	50.00
7.720 Mbps	5,450.00	50.00	50.00
9.264 Mbps	6,250.00	50.00	50.00
10.808 Mbps	7,000.00	50.00	50.00
12.352 Mbps	7,800.00	50.00	50.00

APPROVED FOR FILING
DECISION #: 66612

Issued Date: 10-24-03

ORIGINAL

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.3 QWEST GOVERNMENT NETWORK SERVICES****A. Terms and Conditions**

Refer to 4.3 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per-minute rate is as follows:

MONTHLY	SWITCHED OUTBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.0917	\$0.0881	\$0.0862	\$0.0844

MONTHLY	DEDICATED OUTBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.0685	\$0.0539	\$0.0528	\$0.0517

MONTHLY	SWITCHED INBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.0917	\$0.0881	\$0.0862	\$0.0844

MONTHLY	DEDICATED INBOUND		3-YEAR
	1-YEAR	2-YEAR	
\$0.0685	\$0.0539	\$0.0528	\$0.0517

APPROVED FOR FILING

DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE****A. Terms and Conditions**

Refer to 4.4 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per-minute rate is as follows:

1. Switched Access – Outbound and Inbound, Per-Minute Rates

	INTERLATA RATE	INTRALATA RATE
• Monthly	\$0.0950	\$0.0950
• Term	0.0900	0.0900

APPROVED FOR FILING

DECISION #: *100612*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE****B. Rates and Charges (Cont'd)****2. Enhanced Toll Free Features****a. Basic Features – Standard**

The following features are available to month-to-month and term customers.

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Alternate Call Routing, per 8XX number	\$ 50.00	\$50.00	\$50.00	—
Day of Week Routing, per 8XX number	50.00	50.00	50.00	—
Day of Year/Holiday Routing, per 8XX number	50.00	—	50.00	—
EZ Route – Menu, per 8XX number	150.00	25.00	—	—
per call	—	—	—	\$0.04
Geo Routing, per 8XX number	50.00	50.00	50.00	—

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.4 QWEST LONG DISTANCE ADVANTAGE**

B.2.a. (Cont'd)

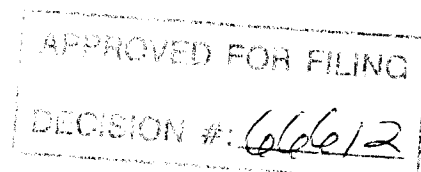
FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Menu Routing, per 8XX number, per call	\$250.00 —	\$25.00 —	\$100.00 —	— \$0.05
Percent Allocation Routing, per 8XX number	50.00	50.00	50.00	—
Project Accounting Codes, per 8XX number	15.00	15.00	15.00	—
Tailored Call Coverage, per 8XX number	50.00	—	50.00	—
Time of Day Routing, per 8XX number	50.00	50.00	50.00	—
Toll-Free Directory Assistance, per 8XX number	35.00	3.00	35.00	—
Expedite	100.00	—	100.00	—

b. Charge for Each Toll-Free Number

The first Toll-Free Number has no monthly rate.

MONTHLY RATE

- Month-to-Month \$5.00
- 1-Year term 5.00



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****A. Terms and Conditions**

Refer to 4.5 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. InterLATA/Intrastate**

The per-minute rate is as follows:

	SWITCHED			DEDICATED		
	1-YEAR	2-YEAR	3-YEAR	1-YEAR	2-YEAR	3-YEAR
Option D	\$0.1140	\$0.1120	\$0.1100	\$0.0750	\$0.0740	\$0.0720
Option E	0.1140	0.1120	0.1100	0.0750	0.0740	0.0720

2. IntraLATA/Intrastate

The per-minute rate is as follows:

	SWITCHED			DEDICATED		
	1-YEAR	2-YEAR	3-YEAR	1-YEAR	2-YEAR	3-YEAR
Option D	\$0.1140	\$0.1120	\$0.1100	\$0.0750	\$0.0740	\$0.0720
Option E	0.1140	0.1120	0.1100	0.0750	0.0740	0.0720

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****B. Rates and Charges (Cont'd)****3. Private Line Service Rates**

	FIXED PER CIRCUIT	PER MILE RATE	COC MRC PER END	COC NRC PER END	BRIDGING CHARGE
• DS0	\$ 207.00	\$ 0.29	\$ 50.00	\$ 220.00	\$17.00
• Fractional T-1 128	414.00	0.58	150.00	500.00	
• Fractional T-1 192	621.00	0.87	150.00	500.00	
• Fractional T-1 256	828.00	1.16	150.00	500.00	
• Fractional T-1 320	1,035.00	1.45	150.00	500.00	
• Fractional T-1 384	1,242.00	1.74	150.00	500.00	
• Fractional T-1 448	1,449.00	2.03	150.00	500.00	
• Fractional T-1 512	1,550.00	2.30	150.00	500.00	
• DS1	1,550.00	2.30	150.00	500.00	
• DS3	16,000.00	42.00	500.00	2,700.00	

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY****B. Rates and Charges (Cont'd)****4. QWEST FRAME RELAY SERVICE****a. Rates**

PORT INCREMENT IN KBPS	MONTHLY RECURRING CHARGE/PORT	INSTALL CHARGE/PORT	CHANGE CHARGE/PORT
64	\$ 235.00	\$ 25.00	\$ 25.00
128	440.00	25.00	25.00
192	515.00	25.00	25.00
256	590.00	25.00	25.00
320	690.00	25.00	25.00
384	815.00	25.00	25.00
448	885.00	25.00	25.00
512	975.00	25.00	25.00
576	1,065.00	25.00	25.00
640	1,115.00	25.00	25.00
704	1,150.00	25.00	25.00
768	1,205.00	25.00	25.00
832	1,310.00	25.00	25.00
896	1,410.00	25.00	25.00
960	1,470.00	25.00	25.00
1,024	1,530.00	25.00	25.00
1,088	1,590.00	25.00	25.00
1,152	1,650.00	25.00	25.00
1,216	1,710.00	25.00	25.00
1,280	1,760.00	25.00	25.00
1,344	1,820.00	25.00	25.00
1,408	1,880.00	25.00	25.00
1,472	1,940.00	25.00	25.00
DS1	1,985.00	50.00	50.00
DS3	7,830.00	100.00	100.00

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY**

B.4. (Cont'd)

b. Permanent Virtual Circuits[1]

QoS	MONTHLY RATE PER 1K DUPLEX OF CIR	INSTALL/CHANGE CHARGE PER PVC
VFRrt	\$2.70	\$15.00
VFRnrt	2.00	15.00
UFR	1.40	15.00
No QoS	1.40	15.00

5. QWEST ATM SERVICE

a. Rates

QoS	PVC MONTHLY RATE PER 8K SIMPLEX	NONRECURRING CHARGE PER PVC	CHANGE CHARGE PER PVC
CBR	\$6.00	\$15.00	\$15.00
VBRrt	5.40	15.00	15.00
VBRnrt	5.00	15.00	15.00
ABR	2.70	15.00	15.00
UBR	0.70	15.00	15.00

QoS	SVC MONTHLY RATE PER MB	NONRECURRING CHARGE PER SVC	CHANGE CHARGE PER SVC
CBR	\$0.0270	\$15.00	\$15.00
VBRrt	0.0160	15.00	15.00
VBRnrt	0.0100	15.00	15.00
ABR	0.0074	15.00	15.00
UBR	0.0054	15.00	15.00

[1] Charges apply to each PVC between two customer Ports.

APPROVED FOR FILING
 DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.5 Q.INTEGRITY**

B.5.a. (Cont'd)

Ports

SPEEDS	MONTHLY RATE PER PORT	NONRECURRING CHARGE PER PORT	CHANGE CHARGE PER PORT
OC12	\$26,900.00	\$300.00	\$300.00
OC3	14,900.00	200.00	200.00
DS3	7,830.00	100.00	100.00
DS1	1,985.00	50.00	50.00

Inverse Multiplexing over ATM (IMA)

3.088 Mbps	3,250.00	50.00	50.00
4.632 Mbps	3,900.00	50.00	50.00
6.176 Mbps	4,650.00	50.00	50.00
7.720 Mbps	5,450.00	50.00	50.00
9.264 Mbps	6,250.00	50.00	50.00
10.808 Mbps	7,000.00	50.00	50.00
12.352 Mbps	7,800.00	50.00	50.00

APPROVED FOR FILING

DECISION #: 606012

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****A. Terms and Conditions**

Refer to 4.6 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per-minute rate is as follows:

1. Switched Access – Outbound and Inbound, Per-Minute Rates**Group 1**

	INTERLATA RATE	INTRA LATA RATE
• Month-to-Month	\$0.1230	\$0.1230
• 1-Year	0.1150	0.1150
• 2-Year	0.1130	0.1130
• 3-Year	0.1100	0.1100

Group 2

	INTERLATA RATE	INTRA LATA RATE
• 1-Year	\$0.1120	\$0.1120
• 2-Year	0.1100	0.1100
• 3-Year	0.1070	0.1070

Group 3

	INTERLATA RATE	INTRA LATA RATE
• 1-Year	\$0.1090	\$0.1090
• 2-Year	0.1070	0.1070
• 3-Year	0.1050	0.1050

APPROVED FOR FILING
DECISION #: 606012

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****B. Rates and Charges (Cont'd)****2. Dedicated – Outbound and Inbound Per-Minute Rates****Group 1**

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.0780	\$0.0780
• 1-Year	0.0740	0.0740
• 2-Year	0.0730	0.0730
• 3-Year	0.0720	0.0720

Group 2

	INTERLATA RATE	INTRALATA RATE
• 1-Year	\$0.0720	\$0.0720
• 2-Year	0.0710	0.0710
• 3-Year	0.0700	0.0700

Group 3

	INTERLATA RATE	INTRALATA RATE
• 1-Year	\$0.0700	\$0.0700
• 2-Year	0.0690	0.0690
• 3-Year	0.0680	0.0680

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****B. Rates and Charges (Cont'd)****3. Q.GUARANTEED - Data Services Rates**

	FIXED PER CIRCUIT	PER MILE RATE	COC MRC PER END	COC NRC PER END	BRIDGING CHARGE
• DS0	\$ 207.00	\$ 0.29	\$ 50.00	\$ 220.00	\$17.00
• Fractional T-1 128	414.00	0.58	150.00	500.00	
• Fractional T-1 192	621.00	0.87	150.00	500.00	
• Fractional T-1 256	828.00	1.16	150.00	500.00	
• Fractional T-1 320	1,035.00	1.45	150.00	500.00	
• Fractional T-1 384	1,242.00	1.74	150.00	500.00	
• Fractional T-1 448	1,449.00	2.03	150.00	500.00	
• Fractional T-1 512	1,550.00	2.30	150.00	500.00	
• DS1	1,550.00	2.30	150.00	500.00	
• DS3	16,000.00	42.00	500.00	2,700.00	

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED****B. Rates and Charges (Cont'd)****4. QWEST FRAME RELAY SERVICE****a. Rates**

PORT INCREMENT IN KBPS	MONTHLY RECURRING CHARGE/PORT	INSTALL CHARGE/PORT	CHANGE CHARGE/PORT
64	\$ 235.00	\$ 25.00	\$ 25.00
128	440.00	25.00	25.00
192	515.00	25.00	25.00
256	590.00	25.00	25.00
320	690.00	25.00	25.00
384	815.00	25.00	25.00
448	885.00	25.00	25.00
512	975.00	25.00	25.00
576	1,065.00	25.00	25.00
640	1,115.00	25.00	25.00
704	1,150.00	25.00	25.00
768	1,205.00	25.00	25.00
832	1,310.00	25.00	25.00
896	1,410.00	25.00	25.00
960	1,470.00	25.00	25.00
1,024	1,530.00	25.00	25.00
1,088	1,590.00	25.00	25.00
1,152	1,650.00	25.00	25.00
1,216	1,710.00	25.00	25.00
1,280	1,760.00	25.00	25.00
1,344	1,820.00	25.00	25.00
1,408	1,880.00	25.00	25.00
1,472	1,940.00	25.00	25.00
DS1	1,985.00	50.00	50.00
DS3	7,830.00	100.00	100.00

APPROVED FOR FILING

DECISION # 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED**

B.4. (Cont'd)

b. Permanent Virtual Circuits[1]

QoS	MONTHLY RATE PER 1K DUPLEX OF CIR	INSTALL/CHANGE CHARGE PER PVC
VFRrt	\$2.70	\$15.00
VFRnrt	2.00	15.00
UFR	1.40	15.00
No QoS	1.40	15.00

5. QWEST ATM SERVICE

a. Rates

QoS	PVC MONTHLY RATE PER 8K SIMPLEX	NONRECURRING CHARGE PER PVC	CHANGE CHARGE PER PVC
CBR	\$4.50	\$15.00	\$15.00
VBRrt	4.00	15.00	15.00
VBRnrt	3.75	15.00	15.00
ABR	2.00	15.00	15.00
UBR	0.50	15.00	15.00

QoS	SVC MONTHLY RATE PER MB	NONRECURRING CHARGE PER SVC	CHANGE CHARGE PER SVC
CBR	\$0.0270	\$15.00	\$15.00
VBRrt	0.0160	15.00	15.00
VBRnrt	0.0100	15.00	15.00
ABR	0.0074	15.00	15.00
UBR	0.0054	15.00	15.00

APPROVED FOR FILING

DECISION # 664612

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.6 Q.GUARANTEED**

B.5.a. (Cont'd)

Ports

SPEEDS	MONTHLY RATE PER PORT	NONRECURRING CHARGE PER PORT	CHANGE CHARGE PER PORT
OC12	\$26,900.00	\$300.00	\$300.00
OC3	14,900.00	200.00	200.00
DS3	7,830.00	100.00	100.00
DS1	1,985.00	50.00	50.00

Inverse Multiplexing over ATM (IMA)

3.088 Mbps	3,250.00	50.00	50.00
4.632 Mbps	3,900.00	50.00	50.00
6.176 Mbps	4,650.00	50.00	50.00
7.720 Mbps	5,450.00	50.00	50.00
9.264 Mbps	6,250.00	50.00	50.00
10.808 Mbps	7,000.00	50.00	50.00
12.352 Mbps	7,800.00	50.00	50.00

APPROVED FOR SIGNATURE
DECISION # 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

4. BUSINESS COMPLEX SERVICE OFFERINGS**4.7 Q.BIZ****A. Terms and Conditions**

Refer to 4.7 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per-minute rate is as follows:

1. Switched Access – Outbound and Inbound, Per-Minute Rates

	INTERLATA RATE	INTRA LATA RATE
• Monthly	\$0.1150	\$0.1150
• Term	0.1100	0.1100

APPROVED FOR FILING

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Issued Date: 10-24-03

Effective Date: 12-15-03

ORIGINAL**4. BUSINESS COMPLEX SERVICE OFFERINGS****4.8 COMMERCIAL MESSAGE TELECOMMUNICATIONS SERVICE****A. Terms and Conditions**

Refer to 4.8 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

INTERLATA RATES

DAY		EVENING		NIGHT/WEEKEND	
<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

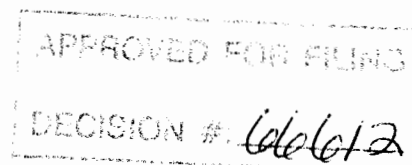
INTRA LATA RATES

DAY		EVENING		NIGHT/WEEKEND	
<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

TIME PERIODS

Day	8 AM – 5 PM[1]	Monday through Friday
Evening	5 PM – 11 PM[1]	Sunday through Friday
Night/Weekend	11 PM – 8 AM[1]	Sunday through Friday, and all day Saturday
	8 AM – 5 PM[1]	Sunday

[1] To but not including the times shown.



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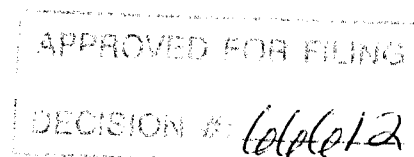
4. BUSINESS COMPLEX SERVICE OFFERINGS**4.9 BUSINESS CASUAL CALLING****A. Terms and Conditions**

Refer to 4.9 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges

The per minute usage rates are as follows:

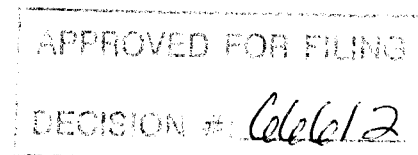
	INTERLATA RATE	INTRA LATA RATE
• All Time Periods		
- Per Minute	\$0.16	\$0.16



ORIGINAL

Issued: 10-24-03

5. RESERVED FOR FUTURE USE



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Effective Date: 12-15-03

6. OPERATOR SERVICES

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APPROVED FOR FILING

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6. OPERATOR SERVICES**6.1 GENERAL**

- A. This section sets forth the rates and charges applicable to the Company's Operator Assisted Service offerings. The total charge for each completed operator assisted call consists of the following charge elements:
1. A one-time fixed operator service charge added to the first minute of each operator service call, which will be dependent on the type of billing selected (i.e., Calling Card, Third Party), and/or the completion restriction selected (i.e., Person-to-Person);
 2. A usage charge dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes;
 3. Other additional surcharges as provided herein (i.e., payphone surcharge, non-subscriber surcharge, location surcharge or other).

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.1 GENERAL (Cont'd)****6.1.1 DEFINITIONS OF TERMS**Automated Collect

Collect Calls that are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete (also known as 0++ Collect Calls).

0++ (Automated)

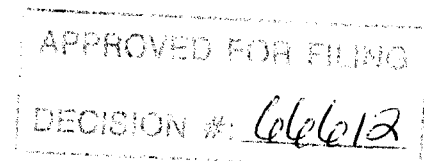
Calling Card, Credit Card, Collect and Bill to Third Party calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete.

0+- (Partially Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

0-- (Fully Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 or 00 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.



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Issued Date: 10-24-03

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6. OPERATOR SERVICES

6.1 GENERAL

6.1.1 DEFINITION OF TERMS (Cont'd)

Operator Assisted Calls

Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "00", with all subsequent dialing being performed by Operator Services (0--). The following are examples of calls normally placed in this manner:

- Calling Card Calls

Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e., a "live" operator) or may be made on an "automated" basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this Catalog.

- Collect Calls

Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.

- Credit Card Calls

Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

- Person-to-Person Calls

Calls which are placed under the stipulation that the caller will speak only to a specific called party.

- Station-to-Station Calls

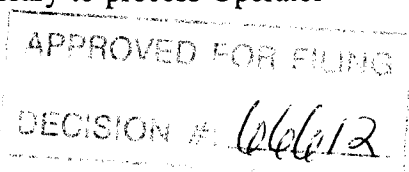
Calls for which charges are billed to the originating telephone number.

- Third Party Calls

Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Operator Services

The operators, activities, equipment or services necessary to process Operator Assisted Calls.



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES

6.1 GENERAL

6.1.1 DEFINITION OF TERMS (Cont'd)

Operator Surcharge

A non-usage (fixed) charge, which is added to a usage charge in calculating the total cataloged charges due for a completed Operator Assisted Call.

Service Area

The Qwest Service Area includes the entire State of Arizona.

Service Offering

The operator assisted services of Qwest consist of the provision of collect, approved telephone company calling card, credit card, billed to a third number (third party) and Person-to-Person call services provided to users pursuant to arrangements established by Qwest's subscribers.

Subscriber

The person or legal entity, which enters into arrangements for the Company's operator assisted telecommunications services.

Time Increments

Rates are applied in whole unit increments of 60 seconds.

Time of Day

Rates are as follows:

Day	8 AM – 5 PM[1]	Monday through Friday
Evening	5 PM – 11 PM[1]	Sunday through Friday
Night/Weekend	11 PM – 8 AM[1]	Sunday through Friday, and all day Saturday
	8 AM – 5 PM[1]	Sunday

Usage Charge

A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

User

The calling party utilizing the services of the Company, and having responsibility for the payment of charges, unless that responsibility has been accepted by others, such as in the case of Collect and Bill to Third Party calls.

[1] To, but not including, the times shown.

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.1 GENERAL (Cont'd)****6.1.2 TERMS AND CONDITIONS****A. Responsibilities of the Subscriber**

1. The subscriber is responsible for placing any necessary orders; for complying with Catalog regulations; and for assuring that users comply with Catalog regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to end users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.
2. The subscriber must pay Qwest for replacement or repair of damage to the equipment or facilities of Qwest caused by negligence or willful act of the subscriber, users, or others, by improper use of the services, or by use of equipment provided by the subscriber, users, or others.
3. The subscriber must pay for the loss through theft of any Qwest equipment installed at the subscriber's premises.
4. The subscriber shall place tent cards, phone stickers or other printed documentation furnished by or with the approval of Qwest on or in close proximity to all telephones capable of accessing Qwest's services and shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable.
5. The subscriber shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than Qwest unless the appropriate waiver and/or other necessary approval has been obtained from the governing regulatory body.

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.1 GENERAL****6.1.2 TERMS AND CONDITIONS (Cont'd)****B. Responsibilities of the User**

1. The user is responsible for payment of the charges set forth in this Catalog unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber.
2. The user is responsible for compliance with the applicable regulations set forth in this Catalog.
3. The user is responsible for establishing its identity as often as necessary during the course of a call.
4. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

C. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Qwest uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

$$\text{Formula} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.1 GENERAL (Cont'd)****6.1.3 RATES AND CHARGES****A. Collect, Calling Card, and Charge Third Party Calls**

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Qwest for its intermediary with the applicable telephone company.

B. Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

C. Billing of Calls

1. Billing for calls placed over the Qwest network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one-minute increments, and no customer will be billed for an uncompleted call.
 - a. Collect Calls – Timing begins when the called party accepts the responsibility for payment.
 - b. Person-to-Person Calls (other than Collect) – Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
 - c. All Other Calls – Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration.

APPROVED FOR FILING
DECISION #: 66612

6. OPERATOR SERVICES**6.1 GENERAL (Cont'd)****6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES****A. Non-Subscriber Surcharge****1. Description**

A Non-Subscriber Surcharge is applicable to intrastate Operator Station (Collect, Billed to Third Party, Station-to-Station, and Person-to-Person) calls billed to telephone lines which are presubscribed to an interexchange carrier other than the Company. This charge is in addition to the usage rates applicable to such calls and is also in addition to any applicable service charges for Operator Station calls as specified in the Catalog unless otherwise indicated.

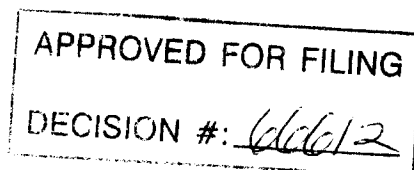
The Non-Subscriber Surcharge does not apply to: calls billed to calling cards or credit cards, conference calls, calls to directory assistance, calls originating from Inmate/Correctional facilities, calls billed to telephone lines which have discontinued presubscription to the Company but for whom an active billing record still exists in the Company's billing system, or to collect calls accessing the Company's network via 800 access methods.

The Company will credit any Non-Subscriber Surcharges reported by newly-presubscribed Company customers during the period between presubscription and administrative processing of the new customer. The Company will also credit any Non-Subscriber Surcharges reported by customers during a F.C.C. reportable incident of service outage by another interexchange carrier. To receive either of these credits, customers must contact the Company through an 800 number designated for billing inquiries. The credit will be issued in the form of a bill credit to be processed electronically through the customer's local exchange company.

The Non-Subscriber Surcharge applies in all Local Exchange areas where billing is available.

2. Rates and Charges**MAXIMUM
CHARGE**

- Non-Subscriber Surcharge \$7.00



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.1 GENERAL****6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES (Cont'd)****B. Property Imposed Fee (PIF)****1. Description**

This charge, when assessed to the end user, is passed through by the Company to the end-user customer. The amount of each customer's Property Imposed Fee (PIF) is agreed to by the Company and the customer, and is incorporated into the contract between the Company and the customer. The Property Imposed Fee (PIF) will only apply to Correctional Facilities, Hotel/Motel and Payphone Service.

2. Terms and Conditions

The Property Imposed Fee (PIF) for interstate is located in the Qwest Rates and Services Schedule Interstate No. 3.

3. Rates and Charges

- a. A Property Imposed Fee (PIF) of up to \$5.00 may apply to completed intrastate operator-assisted calls made from Correctional Facilities.
- b. A Property Imposed Fee (PIF) of up to \$3.00 may apply to completed intrastate operator-assisted calls made from Hotel/Motel or Payphone Service locations.

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.1 GENERAL****6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES (Cont'd)****C. Payphone Surcharge****1. Description**

This charge applies to all Company carried non-coin calls (i.e., Billed to a Third Party, Calling Card, Collect, Credit Card, or Station-to-Station) placed from pay telephones.

2. Rates and Charges

This charge is in addition to all other applicable charges unless otherwise specified.

**MAXIMUM
CHARGE****• Payphone Surcharge**

- Residence (calls to Consumer Calling Card or Home 800)	\$0.50
- Business (calls to <i>worldcard</i> or Toll Free service)	0.60
- All Others	0.60

APPROVED FOR FILING
DECISION #: *666612*

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.1 OPTION A****A. Description**

1. Operator Service calls that are placed with the assistance of a live or automated operator. The following services are considered part of the Option A product line.
 - a. Hospitality Service - This service allows for calls that are placed with the assistance of a live or automated operator from hotel/motel telephones presubscribed to the Company.
 - b. Hospital Service - This service allows for calls that are placed with the assistance of a live or automated operator from hospital telephones presubscribed to the Company.
 - c. University/Education Service - This service allows for calls that are placed with the assistance of a live or automated operator from university/educational telephones presubscribed to the Company.
 - d. Business/Residence Service (Presubscribed to Other Carriers) - This service allows calls from business and residential locations which presubscribe to other carriers' direct dial services.
 - e. Casual Service - This service allows calls that are placed with the assistance of a live or automated operator from phones, which are not presubscribed to the Company, where the end user first dials the Company's carrier identification code.
 - f. Payphone Service - This service allows calls that are placed with the assistance of a live or automated operator from pay telephones presubscribed to the Company.

APPROVED FOR FILING

DECISION #: 606012

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.1 OPTION A (Cont'd)****B. Rates and Charges**

1. The following rates and charges are applicable to operator assisted calls processed by the Company.

- a. Operator Surcharges – InterLATA/IntraLATA

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

	MAXIMUM CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$10.00	\$10.00
Calling Card – Partially Assisted (0+-)	11.00	11.00
Calling Card – Fully Assisted (0--)	11.00	11.00
Credit Card – Automated (0++)	10.00	10.00
Credit Card – Partially Assisted (0+-)	11.00	11.00
Credit Card – Fully Assisted (0--)	11.00	11.00
Bill to Third Party – Automated (0++)	10.00	10.00
Bill to Third Party – Partially Assisted (0+-)	13.00	13.00
Bill to Third Party – Fully Assisted (0--)	13.00	13.00
Collect – Automated (0++)	10.00	10.00
Collect – Partially Assisted (0+-)	13.00	13.00
Collect – Fully Assisted (0--)	13.00	13.00
Person to Person – Partially Assisted (0+-)	20.00	20.00
Person to Person – Fully Assisted (0--)	20.00	20.00
Station to Station – Partially Assisted (0+-)[1]	11.00	11.00
Station to Station – Fully Assisted (0--)[1]	11.00	11.00

APPROVED FOR FILING

DECISION #: *66dcl2*

[1] The Station-to-Station, Partially Assisted and Fully Assisted applies to 6.2.1.A.1.d. and 6.2.1.A.1.e.

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.1 OPTION A****B. Rates and Charges (Cont'd)****b. Operator Per Minute Usage Charges – InterLATA/IntraLATA**

The following are the per minute usage charges that the customer will incur when using the Company's Operator Services. These charges will apply in addition to the applicable operator surcharge:

**MAXIMUM
INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$1.7800	\$1.7800	\$1.7800	\$1.7800	\$1.7800	\$1.7800

**MAXIMUM
INTRA LATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$1.7800	\$1.7800	\$1.7800	\$1.7800	\$1.7800	\$1.7800

APPROVED FOR FILING
 DECISION #: *666612*

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS (Cont'd)****6.2.2 OPTION B****A. Description**

This is an Inmate/Correctional service that allows calls to be placed with the assistance of an automated operator, and includes customer premises equipment that provides automated operator service from inmate/correctional facility telephones presubscribed to the Company.

B. Rates and Charges**1. Operator Surcharges – InterLATA/IntraLATA/Local**

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

	MAXIMUM CHARGE		
	INTERLATA	INTRALATA	LOCAL
Collect – Automated (0++)[1]	\$6.60	\$6.60	\$5.60

APPROVED FOR FILING
DECISION #: *666612*

[1] The Payphone Surcharge also applies. See 6.1.4 for application of rates and charges.

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.2 OPTION B****B. Rates and Charges (Cont'd)****2. Operator Per Minute Usage Charges – InterLATA/IntraLATA/Local**

The following are the per minute usage charges that the customer will incur when using Qwest's Operator Services. These charges will apply in addition to the applicable operator surcharge.

**MAXIMUM
INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000

**MAXIMUM
INTRA LATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000

**MAXIMUM
LOCAL
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	—	—	—	—	—	—

APPROVED FOR FILING
 DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES OFFERINGS (Cont'd)

6.2.3 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS (Cont'd)****6.2.4 Q.COLLECT****A. Description**

Q.Collect provides Qwest designated 8XX numbers to end users at educational, healthcare, and government facilities, and for special corporate or promotional applications, providing end users the ability to complete automated and live operator assisted telephone calls. End users process their calls through an automated call processor, charging such calls to a travel card; valid local telephone company issued card; or a major credit card. End users have the option to access a live operator if they wish to charge their calls to the destination number or a valid third party telephone number. 8XX numbers are unique to each entity as listed above and cannot be "shared" as common access.

B. Rates and Charges**1. Operator Surcharges – InterLATA/IntraLATA**

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

	MAXIMUM CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$4.00	\$4.00
Calling Card – Partially Assisted (0+-)	7.00	7.00
Calling Card – Fully Assisted (0--)	7.00	7.00
Credit Card – Automated (0++)	4.00	4.00
Credit Card – Partially Assisted (0+-)	7.00	7.00
Credit Card – Fully Assisted (0--)	7.00	7.00
Bill to Third Party – Automated (0++)	7.00	7.00
Bill to Third Party – Partially Assisted (0+-)	7.00	7.00
Bill to Third Party – Fully Assisted (0--)	7.00	7.00
Collect – Automated (0++)	4.00	4.00
Collect – Partially Assisted (0+-)	7.00	7.00
Collect – Fully Assisted (0--)	7.00	7.00
Person to Person – Partially Assisted (0+-)	7.00	7.00
Person to Person – Fully Assisted (0--)	7.00	7.00
Station to Station – Partially Assisted (0+-)	7.00	7.00
Station to Station – Fully Assisted (0--)	7.00	7.00

APPROVED FOR FILING

DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.4 Q.COLLECT****B. Rates and Charges (Cont'd)****2. Operator Per Minute Usage Charges – InterLATA/IntraLATA**

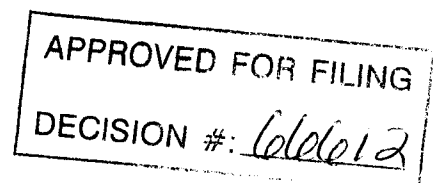
The following are the per minute usage charges that the customer will incur when using the Company's Operator Services. These charges will apply in addition to the applicable operator surcharge.

**MAXIMUM
INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000

**MAXIMUM
INTRALATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS (Cont'd)****6.2.5 Q.UNIVERSAL COLLECT****A. Description**

Q.Universal Collect provides end users the ability to complete automated and live operator assisted long distance telephone calls through Qwest designated 8XX numbers. End users process their calls through an automated call processor, charging such calls to a travel card; valid local telephone company issued card; or a major credit card. End users have the option to access a live operator if they wish to charge their calls to the destination number or a valid third party telephone number. 8XX numbers are unique to Qwest and can be "shared" as common access.

B. Rates and Charges**1. Operator Surcharges – InterLATA/IntraLATA**

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

	MAXIMUM CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$2.50	\$2.50
Calling Card – Partially Assisted (0+-)	2.50	2.50
Calling Card – Fully Assisted (0--)	4.50	4.50
Credit Card – Automated (0++)	2.50	2.50
Credit Card – Partially Assisted (0+-)	2.50	2.50
Credit Card – Fully Assisted (0--)	4.50	4.50
Bill to Third Party – Automated (0++)	6.00	6.00
Bill to Third Party – Partially Assisted (0+-)	6.00	6.00
Bill to Third Party – Fully Assisted (0--)	6.00	6.00
Collect – Automated (0++)	4.00	4.00
Collect – Partially Assisted (0+-)	4.00	4.00
Collect – Fully Assisted (0--)	4.00	4.00
Person to Person – Partially Assisted (0+-)	6.20	6.20
Person to Person – Fully Assisted (0--)	6.20	6.20
Station to Station – Partially Assisted (0+-)	2.50	2.50
Station to Station – Fully Assisted (0--)	2.50	2.50

APPROVED FOR FILING**DECISION #:** *Colde12*

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.5 Q.UNIVERSAL COLLECT****B. Rates and Charges (Cont'd)****2. Operator Per Minute Usage Charges – InterLATA/IntraLATA**

The following are the per minute usage charges that the customer will incur when using the Company's Operator Services. These charges will apply in addition to the applicable operator surcharge.

**MAXIMUM
INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000

**MAXIMUM
INTRALATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000

APPROVED FOR FILING
 DECISION #: 60612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS (Cont'd)****6.2.6 OPTION D****A. Description**

Operator Services that are available from customer locations which presubscribe to one of the Company's direct dial services.

B. Rates and Charges**1. Operator Surcharges – InterLATA/IntraLATA**

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

**MAXIMUM
CHARGE**

	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$2.00	\$2.00
Calling Card – Partially Assisted (0+-)	2.00	2.00
Calling Card – Fully Assisted (0--)	4.60	4.60
Credit Card – Automated (0++)	2.00	2.00
Credit Card – Partially Assisted (0+-)	2.00	2.00
Credit Card – Fully Assisted (0--)	4.60	4.60
Bill to Third Party – Automated (0++)	4.60	4.60
Bill to Third Party – Partially Assisted (0+-)	4.60	4.60
Bill to Third Party – Fully Assisted (0--)	7.60	7.60
Collect – Automated (0++)	4.60	4.60
Collect – Partially Assisted (0+-)	4.60	4.60
Collect – Fully Assisted (0--)	7.60	7.60
Person to Person – Partially Assisted (0+-)	9.00	9.00
Person to Person – Fully Assisted (0--)	13.00	13.00
Station to Station – Partially Assisted (0+-)	3.00	3.00
Station to Station – Fully Assisted (0--)	3.00	3.00

APPROVED FOR FILING
DECISION #: 66612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.6 OPTION D****B. Rates and Charges (Cont'd)****2. Operator Per Minute Usage Charges – InterLATA/IntraLATA**

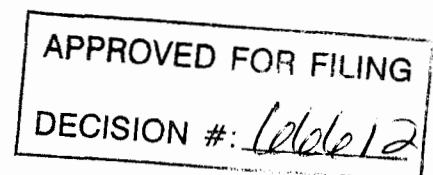
The following are the per minute usage charges that the customer will incur when using the Company's Operator Services. These charges will apply in addition to the applicable operator surcharge.

**MAXIMUM
INTERLATA
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-9999	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000

**MAXIMUM
INTRALATA
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-9999	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.3 DIRECTORY ASSISTANCE SERVICE****A. Description**

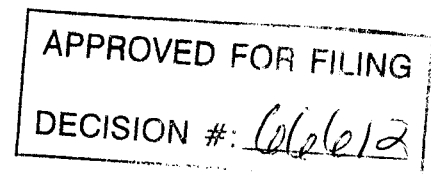
1. Directory Assistance service allows customers to obtain listing information, which is comprised of a name, ZIP Code and/or address and telephone number.
2. Customers may access this service by dialing the area code (NPA) for the telephone number(s) desired plus 555-1212.

B. Terms and Conditions

1. A caller may request a maximum of two listings for each call to Directory Assistance. Call completion is provided without additional charge. When two listings are requested from Directory Assistance, only the second listing can be completed. However, intraLATA or interLATA long distance message charges apply if applicable.
2. In some locations where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator-assisted station-to-station call, the appropriate usage/surcharge charges as specified in Section 6 applies in addition to the Directory Assistance charge.
3. The rate applies whether or not the customer secures any requested information.

C. Rates and Charges**MAXIMUM
CHARGE****• Direct dialed call by customer**

- Each call \$4.00



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****A. Description**

The *worldcard* allows business customers to make domestic and international calls away from home anywhere in the United States. To initiate a *worldcard* call, the customer dials a 10-digit card number + PIN. The voice response unit ("VRU") guides the customer through the available options.

B. Rates and Charges**1. QWEST TOTAL ADVANTAGE *worldcard*****a. Option S**

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.2200	\$0.2200
• 1-Year	0.2000	0.2000
• 2-Year	0.1948	0.1948
• 3-Year	0.1894	0.1894

**MAXIMUM
CHARGE**

- Per call surcharge \$0.7000
- Operator surcharge[1]

b. Option F

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.5000	\$0.5000
• 1-Year	0.5000	0.5000
• 2-Year	0.5000	0.5000
• 3-Year	0.5000	0.5000
• Operator surcharge[1]		

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B. Rates and Charges (Cont'd)****2. QWEST Long Distance Advantage *worldcard***

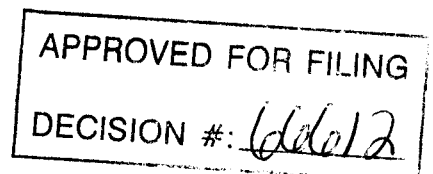
	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.6000	\$0.6000
• 1-Year	0.6000	0.6000
• 2-Year	0.6000	0.6000
• 3-Year	0.6000	0.6000

**MAXIMUM
CHARGE**

- Per call surcharge
- Operator surcharge[1]

—

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.



ORIGINAL

Issued Date: 10-24-03

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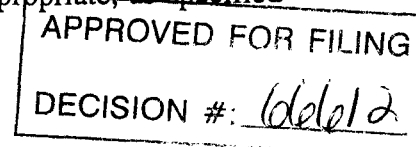
6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 worldcard****B. Rates and Charges (Cont'd)****3. GNS-2000 worldcard****a. Option S**

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1834	\$0.1834
• 1-Year	0.1762	0.1762
• 2-Year	0.1724	0.1724
• 3-Year	0.1688	0.1688
	MAXIMUM CHARGE	
• Per call surcharge	\$0.5000	
• Operator surcharge[1]		

b. Option F

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.5000	\$0.5000
• 1-Year	0.5000	0.5000
• 2-Year	0.5000	0.5000
• 3-Year	0.5000	0.5000

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 worldcard****B. Rates and Charges (Cont'd)****4. Q.INTEGRITY worldcard****InterLATA**

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
---------------	---------------	---------------

\$0.2280	\$0.2240	\$0.2200
----------	----------	----------

IntraLATA

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
---------------	---------------	---------------

\$0.2280	\$0.2240	\$0.2200
----------	----------	----------

**MAXIMUM
CHARGE**

- | | |
|---|----------|
| <ul style="list-style-type: none">• Per call surcharge• Operator surcharge^[1] | \$0.8000 |
|---|----------|

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

APPROVED FOR FILING
DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 worldcard****B. Rates and Charges (Cont'd)****5. Q.GUARANTEED worldcard****a. Option S****Group 1**

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.2460	\$0.2460
• 1-Year	0.2300	0.2300
• 2-Year	0.2260	0.2260
• 3-Year	0.2200	0.2200

Group 2

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRALATA PER MINUTE RATE
• 1-Year	0.2240	0.2240
• 2-Year	0.2200	0.2200
• 3-Year	0.2140	0.2140

Group 3

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRALATA PER MINUTE RATE
• 1-Year	0.2180	0.2180
• 2-Year	0.2140	0.2140
• 3-Year	0.2100	0.2100

	MAXIMUM CHARGE
• Per call surcharge	\$0.7000
• Operator surcharge[1]	

APPROVED FOR FILING

DECISION #: 666612

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard***

B.5 (Cont'd)

b. Option F

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.2500	\$0.2500
• 1-Year	0.2500	0.2500
• 2-Year	0.2500	0.2500
• 3-Year	0.2500	0.2500

APPROVED FOR FILING

DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B. Rates and Charges (Cont'd)****6. *Q.BIZ worldcard***

	MAXIMUM INTERLATA PER MINUTE RATE	MAXIMUM INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.6000	\$0.6000
• 1-Year	0.6000	0.6000
• 2-Year	0.6000	0.6000
• 3-Year	0.6000	0.6000

**MAXIMUM
CHARGE**

- Per call surcharge
- Operator surcharge[1]

-

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

APPROVED FOR FILING

DECISION #: 666612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS (Cont'd)****6.4.2 QWEST CALLING CARD****A. Description**

Qwest Calling Card offers residential customers enhanced features and functions for use when traveling customers access the network by dialing a toll-free access number and an authorization code. To initiate a Calling Card call, the customer dials a toll free 800 number. The voice response unit ("VRU") then instructs the customer to input the authorization code, which is the customer's billed to number plus four digits. After the proper verification of the authorization code, the VRU guides the customer through the available options. Two pricing options are available.

B. Terms and Conditions

This Calling Card is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

All residential domestic calls are billed in full minute increments.

**MAXIMUM
CHARGE****• All Time Periods, Per Minute[1]**

- Option 1 \$1.38

• Surcharge, Per Call

- Option 1 2.50

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[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

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6. OPERATOR SERVICES**6.1 GENERAL****6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES**

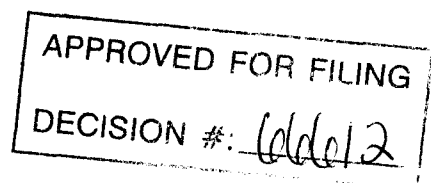
Refer to 6.1.4 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

CHARGE**A. Non-Subscriber Surcharge****1. Rates and Charges**

- Non-Subscriber Surcharge \$3.50

B. Payphone Surcharge**1. Rates and Charges**

- Payphone Surcharge
 - Residence (calls to Consumer Calling Card or Home 800) 0.25
 - Business (calls to *worldcard* or Toll Free service) 0.30
 - All Others 0.30



ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.1 OPTION A****A. Terms and Conditions**

Refer to 6.2.1 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. Operator Services Surcharges – InterLATA/IntraLATA**

	CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$4.99	\$4.99
Calling Card – Partially Assisted (0+-)	5.50	5.50
Calling Card – Fully Assisted (0--)	5.50	5.50
Credit Card – Automated (0++)	4.99	4.99
Credit Card – Partially Assisted (0+-)	5.50	5.50
Credit Card – Fully Assisted (0--)	5.50	5.50
Bill to Third Party – Automated (0++)	4.99	4.99
Bill to Third Party – Partially Assisted (0+-)	6.50	6.50
Bill to Third Party – Fully Assisted (0--)	6.50	6.50
Collect – Automated (0++)	4.99	4.99
Collect – Partially Assisted (0+-)	6.50	6.50
Collect – Fully Assisted (0--)	6.50	6.50
Person to Person – Partially Assisted (0+-)	9.99	9.99
Person to Person – Fully Assisted (0--)	9.99	9.99
Station to Station – Partially Assisted (0+-)[1]	5.50	5.50
Station to Station – Fully Assisted (0--)[1]	5.50	5.50

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[1] The Station-to-Station, Partially Assisted and Fully Assisted applies to 6.2.1.A.1.d. and 6.2.1.A.1.e.

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6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.1 OPTION A****B. Rates and Charges (Cont'd)****2. Operator Services Per Minute Usage Charges – InterLATA/IntraLATA****INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

**INTRALATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

APPROVED FOR FILING
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Issued Date: 10-24-03

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6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS(Cont'd)****6.2.2 OPTION B****A. Terms and Conditions**

Refer to 6.2.2 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. Operator Services Surcharges – InterLATA/IntraLATA/Local**

	CHARGE		
	INTERLATA	INTRALATA	LOCAL
Collect – Automated (0++)[1]	\$3.30	\$3.30	\$2.80

[1] The Payphone Surcharge also applies. See 6.1.4 for application of rates and charges.

APPROVED FOR FILING

DECISION #: 106612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.2 OPTION B****B. Rates and Charges (Cont'd)****2. Operator Services Per Minute Usage Charges – InterLATA/IntraLATA/Local****INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

**INTRALATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

**LOCAL
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	—	—	—	—	—	—

APPROVED FOR FILING

DECISION #: 10/06/02

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES OFFERINGS(Cont'd)

6.2.3 RESERVED FOR FUTURE USE

APPROVED FOR FILING
DECISION #: 64612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.4 Q.COLLECT****A. Terms and Conditions**

Refer to 6.2.4 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. Operator Services Surcharges – InterLATA/IntraLATA**

	CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$1.99	\$1.99
Calling Card – Partially Assisted (0+-)	3.50	3.50
Calling Card – Fully Assisted (0--)	3.50	3.50
Credit Card – Automated (0++)	1.99	1.99
Credit Card – Partially Assisted (0+-)	3.50	3.50
Credit Card – Fully Assisted (0--)	3.50	3.50
Bill to Third Party – Automated (0++)	3.50	3.50
Bill to Third Party – Partially Assisted (0+-)	3.50	3.50
Bill to Third Party – Fully Assisted (0--)	3.50	3.50
Collect – Automated (0++)	1.99	1.99
Collect – Partially Assisted (0+-)	3.50	3.50
Collect – Fully Assisted (0--)	3.50	3.50
Person to Person – Partially Assisted (0+-)	3.50	3.50
Person to Person – Fully Assisted (0--)	3.50	3.50
Station to Station – Partially Assisted (0+-)	3.50	3.50
Station to Station – Fully Assisted (0--)	3.50	3.50

APPROVED FOR FILING
 DECISION #: 6666/2

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.4 Q.COLLECT****B. Rates and Charges (Cont'd)****2. Operator Services Per Minute Usage Charges – InterLATA/IntraLATA****INTERLATA
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

**INTRALATA
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

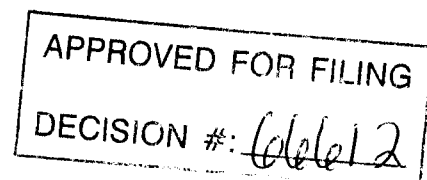
Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS (Cont'd)****6.2.5 Q.UNIVERSAL COLLECT****A. Terms and Conditions**

Refer to 6.2.5 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. Operator Services Surcharges – InterLATA/IntraLATA**

	CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$1.25	\$1.25
Calling Card – Partially Assisted (0+-)	1.25	1.25
Calling Card – Fully Assisted (0--)	2.25	2.25
Credit Card – Automated (0++)	1.25	1.25
Credit Card – Partially Assisted (0+-)	1.25	1.25
Credit Card – Fully Assisted (0--)	2.25	2.25
Bill to Third Party – Automated (0++)	2.95	2.95
Bill to Third Party – Partially Assisted (0+-)	2.95	2.95
Bill to Third Party – Fully Assisted (0--)	2.95	2.95
Collect – Automated (0++)	1.99	1.99
Collect – Partially Assisted (0+-)	1.99	1.99
Collect – Fully Assisted (0--)	1.99	1.99
Person to Person – Partially Assisted (0+-)	3.09	3.09
Person to Person – Fully Assisted (0--)	3.09	3.09
Station to Station – Partially Assisted (0+-)	1.25	1.25
Station to Station – Fully Assisted (0--)	1.25	1.25



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.5 Q.UNIVERSAL COLLECT****B. Rates and Charges (Cont'd)****2. Operator Services Per Minute Usage Charges – InterLATA/IntraLATA****INTERLATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

**INTRALATA
USAGE CHARGE**

<u>Mileage Band</u>	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS(Cont'd)****6.2.6 OPTION D****A. Terms and Conditions**

Refer to 6.2.6 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. Operator Services Surcharges – InterLATA/IntraLATA**

	CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$0.95	\$0.95
Calling Card – Partially Assisted (0+-)	0.95	0.95
Calling Card – Fully Assisted (0--)	2.30	2.30
Credit Card – Automated (0++)	0.95	0.95
Credit Card – Partially Assisted (0+-)	0.95	0.95
Credit Card – Fully Assisted (0--)	2.30	2.30
Bill to Third Party – Automated (0++)	2.30	2.30
Bill to Third Party – Partially Assisted (0+-)	2.30	2.30
Bill to Third Party – Fully Assisted (0--)	3.80	3.80
Collect – Automated (0++)	2.30	2.30
Collect – Partially Assisted (0+-)	2.30	2.30
Collect – Fully Assisted (0--)	3.80	3.80
Person to Person – Partially Assisted (0+-)	4.50	4.50
Person to Person – Fully Assisted (0--)	6.50	6.50
Station to Station – Partially Assisted (0+-)	1.50	1.50
Station to Station – Fully Assisted (0--)	1.50	1.50

APPROVED FOR FILING
 DECISION #: 666612

ORIGINAL

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS****6.2.6 OPTION D****B. Rates and Charges (Cont'd)****2. Operator Services Per Minute Usage Charges – InterLATA/IntraLATA****INTERLATA
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

**INTRALATA
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.3 DIRECTORY ASSISTANCE SERVICE****A. Terms and Conditions**

Refer to 6.3 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**CHARGE**

- Direct dialed call by customer

- Each call

\$1.99

APPROVED FOR FILING

DECISION #: 66612

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 worldcard****A. Terms and Conditions**

Refer to 6.4.1 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. QWEST TOTAL ADVANTAGE worldcard****a. Option S**

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.1100	\$0.1100
• 1-Year	0.1000	0.1000
• 2-Year	0.0974	0.0974
• 3-Year	0.0947	0.0947

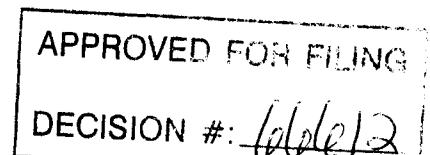
CHARGE

- Per call surcharge \$0.3500
- Operator surcharge[1]

b. Option F

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.2500	\$0.2500
• 1-Year	0.2500	0.2500
• 2-Year	0.2500	0.2500
• 3-Year	0.2500	0.2500
• Operator surcharge[1]		

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B. Rates and Charges (Cont'd)****2. *QWEST* Long Distance Advantage *worldcard***

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.3000	\$0.3000
• 1-Year	0.3000	0.3000
• 2-Year	0.3000	0.3000
• 3-Year	0.3000	0.3000

CHARGE

- Per call surcharge —
- Operator surcharge[1]

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B. Rates and Charges (Cont'd)****3. GNS-2000 *worldcard*****a. Option S**

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.0917	\$0.0917
• 1-Year	0.0881	0.0881
• 2-Year	0.0862	0.0862
• 3-Year	0.0844	0.0844

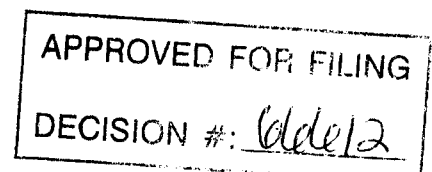
CHARGE

• Per call surcharge	\$0.2500
• Operator surcharge[1]	

b. Option F

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.2500	\$0.2500
• 1-Year	0.2500	0.2500
• 2-Year	0.2500	0.2500
• 3-Year	0.2500	0.2500

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.



Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 worldcard****B. Rates and Charges (Cont'd)****4. Q.INTEGRITY worldcard****InterLATA**1 Year 2 Year 3 Year

\$0.1140 \$0.1120 \$0.1100

IntraLATA1 Year 2 Year 3 Year

\$0.1140 \$0.1120 \$0.1100

CHARGE

- Per call surcharge \$0.40
- Operator surcharge[1]

ORIGINAL

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

APPROVED FOR FILING**DECISION #:** *60612*

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B. Rates and Charges (Cont'd)****ORIGINAL****5. *Q.GUARANTEED worldcard*****a. Option S****Group 1**

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• Month-to-Month	\$0.1230	\$0.1230
• 1-Year	0.1150	0.1150
• 2-Year	0.1130	0.1130
• 3-Year	0.1100	0.1100

Group 2

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• 1-Year	0.1120	0.1120
• 2-Year	0.1100	0.1100
• 3-Year	0.1070	0.1070

Group 3

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
• 1-Year	0.1090	0.1090
• 2-Year	0.1070	0.1070
• 3-Year	0.1050	0.1050

CHARGE

- Per call surcharge \$0.35
- Operator surcharge[1]

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B.5 (Cont'd)****b. Option F****ORIGINAL**

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1250	0.1250
• 2-Year	0.1250	0.1250
• 3-Year	0.1250	0.1250

APPROVED FOR FILING

DECISION #: *601de12*

Issued Date: 10-24-03

Effective Date: 12-15-03

6. OPERATOR SERVICES**6.4 CALLING CARD SERVICE OFFERINGS****6.4.1 *worldcard*****B. Rates and Charges (Cont'd)****6. *Q.BIZ worldcard***

	INTERLATA PER MINUTE RATE	INTRA LATA PER MINUTE RATE
--	--------------------------------------	---------------------------------------

• Month-to-Month	\$0.3000	\$0.3000
• 1-Year	0.3000	0.3000
• 2-Year	0.3000	0.3000
• 3-Year	0.3000	0.3000

CHARGE

- Per call surcharge —
- Operator surcharge[1]

ORIGINAL

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.6.

APPROVED FOR FILING**DECISION #:** 66612

Qwest Communications Corporation

Arizona Tariff No. 2

SECTION 7

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Release 1

Effective: 12-15-03

Issued: 10-24-03

7. PROMOTIONS

SUBJECT

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Special Promotions

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APPROVED FOR FILING

DECISION #: 666612